



CLARK COUNTY

RFP #930

CONTRACT SECURITY SERVICES

QUESTIONS and ANSWERS

UPDATED: AUGUST 20, 2025

	QUESTION	ANSWER
1.	Who is the current incumbent?	PPC Solutions Inc.
2.	When was the current incumbent awarded the contract? Could you please provide a copy of the current contract?	The initial contract was signed, November 2020. A copy of the contract and all amendments are attached with Q&A document
3.	Are there any subcontractors being used for the current contract?	No
4.	What was the initial term length of the current contract? (for example, 1 year plus 4-year options, etc.)	Two (2) years, plus up to three (3) one (1) year extensions.
5.	What was the start date of the initial contract?	January 1, 2021
6.	What was the amount spent in the last 12 months?	2024- \$918,467.62 / 2025 thru 08/02/2025 \$666,922.36
7.	What was the total spent in the last billed month?	July 2025 payments- \$86,946.54
8.	Are there any other rates billed separately (e.g. equipment, vehicles, etc.)	No
9.	Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g. armed vs unarmed), a need for additional resources?	The primary modification between the previous and the new RFP is additional posts at a new facility that is under construction.
10.	What was the amount spent on this contract last year?	See question 6
11.	What is the estimated total number of annual hours for this contract?	Please read RFP 930 thoroughly
12.	What is the current bill rate for each position?	a. Straight time/overtime/holiday bill rates: Site Supervisor: \$33.51 Security/Screener/Rover \$29.10

		<p>b. Additional Billing rates Site Supervisor \$45.24 Security/Screeners/Rover \$39.28</p> <p>c. Routine Patrol Check Rate \$11.22</p>
13.	Are there any additional services that may be needed that are not listed in the RFP? For instance, the need for additional sites, seasonal required security, etc.	RFP 930 specifically addresses the process for adding services.
14.	Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?	See RFP 930 Section IB: Work Requirements
15.	Is a Bid Bond or performance bond required? If yes, how much?	See RFP 930 Section IB: Work Requirements
16.	Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limited, paper type, etc.	See RFP 930 section IIB: Proposed Submission and Section IIC Proposed Content.
17.	Is the current contract using vehicles? If yes, how many?	No
18.	Was there a liquidation penalty on the previous contract?	No
19.	Can you please confirm if multiple companies will win this award?	No, this is a single supplier contract award
20.	Are the officers armed?	No
21.	Background does it include Criminal Justice Information Services (CJIS)	Yes, all security staff will need to be screened, which includes fingerprinting, background packet and CJIS clearance/training
22.	Who is the current downtown Sheriff Contact	Sergeant Brian Ellithorpe and Commander Todd Barsness
23.	What is taxable on security contracts?	Review Washington State ESSB 5814 for applicable taxes on security services that the awarded contractor will be responsible for paying.
24.	What are the differences between the last RFP and this one.	Please review RFP 930 and previous RFP 784 which is attached to this Q&A
25.	Service Animals Only	The county follows the Washington State Human Rights Commission Guide to Service Animals (see link below): Service Animals and the Washington Law Against Discrimination-032019.pdf
26.	Training records	See RFP 930 Section IB 1. Required Services. Training Requirements
27.	Do you need any additional Night or Weekend	See RFP 930 Section IB Item 3. Deliverables &

	patrols above what is in the contract?	Schedule
28.	Is there a duress system?	Some county buildings have duress systems that alert back to the main security panel
29.	Would an electronic record system be allowed.	<p>Yes, but the contract holder will be required to keep records in their system per WA State and Clark County Archival Record retention periods (including a backup). Records are retained for a set number of years after the contract's conclusion.</p> <p>Records must be searchable, and available in the event of a Public Records Request during the required retention period.</p> <p>Some locations do not have cell service, so the system must work offline and upload once in service.</p>



RFP #784
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, SEPTEMBER 2, 2020
DUE DATE: WEDNESDAY, SEPTEMBER 30, 2020 by 1:30 pm

Request for Proposal for:

CONTRACT SECURITY SERVICES

SUBMIT:

One (1) Original
Five (5) Complete Copies

of the Proposal to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660
564-397-2323

Proposals can be hand delivered between 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

*****Proposals must be date and time stamped by Purchasing staff before 1:30 pm on due date.***

*****DO NOT PUT IN ANY DROP BOX LOCATED IN THE BUILDING*****

*****Hand Delivery Requires Entrance to the building using the North Door on the First Floor.***

*****Anyone entering the building must wear a face mask*****

Refer Questions to Project Manager:

Mike Lewis
Clark County
Emergency Management & Security Coordinator
Mike.Lewis@clark.wa.gov
564-397-4838

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of

its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

Table of Contents

PART I PROPOSAL REQUIREMENTS

Section IA: General Information

1. Introduction
2. Background
3. Scope of Project
4. Project Funding
5. Timeline for Selection
6. Employment Verification

Section IB: Work Requirements

1. Required Services
2. County Performed Work
3. Deliverables and Schedule
4. Place of Performance
5. Period of Performance
6. Prevailing Wage
7. Debarred / Suspended
8. Public Disclosure
9. Insurance/Bond
10. Plan Holders List

PART II PROPOSAL PREPARATION AND SUBMITTAL

Section IIA: Pre-Submittal Meeting/Clarification

1. Pre-Submittal Meeting
2. Proposal Clarification

Section IIB: Proposal Submission

1. Proposals Due
2. Proposal

Section IIC: Proposal Content

1. Cover Sheet
2. Project Team
3. Management Approach
4. Respondent's Capabilities
5. Project Approach and Understanding
6. Proposed Cost
7. Employment Verification

PART III PROPOSAL EVALUATION & CONTRACT AWARD

Section IIIA: Proposal Review and Selection

1. Evaluation and Selection
2. Evaluation Criteria Scoring

Section IIIB: Contract Award

1. Consultant Selection
2. Contract Development
3. Award Review
4. Orientation/Kick-off Meeting

ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest
- C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form
- D: Map (Google Earth) showing location of Center for Community Health on the VA Vancouver Campus in relation to County Campus.
- E: Map, County Campus building reference.
- F: Map, VA Vancouver Campus, County Center for Community Health and lots highlighted.

Request for Proposal #784

Contract Security Services

Part I

Proposal Requirements

Section IA

General Information

1. Introduction

The purpose of this RFP is to seek and select a qualified physical security service provider of trained, uniformed security officers to provide physical security services in Clark County government facilities. Physical security services include courthouse, juvenile justice center and family law annex entrance screening operations, staffing of security main control, monitoring video surveillance cameras as well as intrusion and duress alarm systems, providing building access control in two additional facilities as well as roving/parking patrols around the County Campus.

Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this bid will issue a purchase order (or contract) binding only their agency. Each contract is between the bidder and the individual agency with no liability to Clark County.

2. Background

The Clark County security coordinator works in partnership with the Clark County Sheriff's Office, court administrators and other building leadership and managers to support and enhance security of the County Campus and its facilities as well as the Center for Community Health, a County owned facility on the Vancouver Veterans Administration Campus.

In close coordination with the Sheriff's Office, the selected service provider is part of a multilayered approach to security issues by providing qualified, trained uniformed security officers to enhance the capabilities of enforcement deputies, corrections deputies and building staff. Communication, cooperation and coordination is key to keeping those working and visiting Clark County facilities and the County Campus safe.

3. Scope of Project

Clark County is requesting proposals from qualified physical security services providers to provide qualified, trained, uniformed security officers to:

- Conduct entrance screening
- Staff security main control
- Monitor security systems, cameras and alarms
- Provide public building entrance security
- Conduct roving patrols
- Assist with parking enforcement in County lots on the County Campus

Officers may perform limited escorts of citizens and provide assistance to commissioned deputy sheriffs. The objective of the project is to award a contract for physical security services to the submitter of the selected proposal.

4. Project Funding

The Proposers proposal shall include the Proposers true estimated cost to perform the work identified in this Request for Proposal.

Request for Proposal #784

Contract Security Services

5. Timeline for Selection

The following dates are the **intended** timeline:

Pre-Submittal Meeting	September 15, 2020
Proposals Due	September 30, 2020
Proposal Review/Evaluation Period	October 2-13, 2020
Selection Committee Recommendation	October 15, 2020
Contract Negotiation/Execution	October 19-29, 2020
Contract Intended to Begin	January 1, 2021

6. Employment Verification

Effective November 1, 2010, to be considered **responsive** to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within **48 hours** after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov

Note : Sole Proprietors shall submit a letter stating exempt.

Section IB

Work Requirements

1. Required Services

The Contractor will provide all management, supervision, staffing materials, supplies and equipment specified and will plan, schedule, coordinate and ensure effective performance of security services in accordance with the terms and conditions in this RFP.

Licensing Requirements

- 1) Contractor shall provide Licensed Security Officers as defined under the laws of the State of Washington to perform all work described in this RFP.
- 2) Contractor shall be a Licensed Private Security Company as defined under the laws of the State of Washington.

Security Officer Background Investigations and Pre-Employment Screening Requirements

- 1) Provide a complete description of process for background investigation of all security officers assigned to the Clark County contract. The background check shall include the following at a minimum:
 - a) Must be a minimum of twenty-one (21) years of age.
 - b) Verification of employment eligibility through the E-Verify system.
 - c) Criminal records check.
 - d) Drug screen.
 - e) Employment history verification.
 - f) Education history verification.
 - g) Personal reference check.

Request for Proposal #784

Contract Security Services

- 2) Contractor shall ensure security officers assigned to the Clark County contract meet or exceed the following minimum background investigation requirements:
 - a) No felony convictions.
 - b) No misdemeanor or gross misdemeanor convictions involving violence, honesty, or controlled substances.
 - c) No illegal conduct involving moral turpitude, acts that reflect conduct that would cause a reasonable person to have substantial doubt about the individual's honesty, fairness, respect for the rights of others, or for the laws of the State.
 - d) No mental disorders that would cause the person to be a danger to themselves or others.
 - e) A prior work history to verify that the employee had not been terminated by an employer for just cause. The County will determine whether the candidate's background is acceptable based upon the severity, frequency and when past crime(s) took place.
- 3) All security officers assigned to the Clark County account must submit to and successfully clear a background/security clearance investigation performed by the Clark County Sheriff's Office.
- 4) Contractor shall ensure security officers assigned to the Clark County contract meet or exceed the following minimum abilities requirements:
 - a) Security Officer is able to prepare clear and concise written reports.
 - b) Security Officer is physically able to endure long periods of standing, stooping, bending, walking and sitting. Security Officers shall be capable of climbing and descending stairs.
 - c) Security Officer has sufficient dexterity and capability to conduct searches of all parts of a person's body.
 - d) Security Officer is able to understand, calmly explain, and professionally apply rules, regulations, directives and procedures to employees and the public, even in difficult situations.
 - e) Security Officer is able to monitor and respond on a two-way radio while performing other duties.
- 5) Contractor shall ensure security officers assigned to the Clark County contract meet or exceed the following minimum knowledge requirements:
 - a) High School diploma or equivalency.
 - b) See Training Requirement section below for additional requirements.
- 6) Contractor shall establish and maintain a corrective action and progressive discipline policy and procedure to address contract employee performance issues.

Training Requirements

- 1) Provide a complete description of general security officer training program provided to the officers prior to the security officers first day of work in a Clark County facility. Contractor is responsible for development, delivery and maintenance of course material and documentation of training.

Request for Proposal #784

Contract Security Services

- 2) Provide a complete description of Clark County account specific security officer training program provided to security officers by the contractor prior to the security officers first day of work in a Clark County facility. Contractor is responsible for development, delivery and maintenance of course material and documentation of training.
- 3) Provide complete description of contractor's process and program for providing security officers who are fully capable and qualified to staff high volume courthouse security screening checkpoints and fully trained in the operation of courthouse security screening equipment prior to assignment. Screening equipment includes x-ray detection systems, walk through metal detectors and handheld metal detectors. The courthouse screening function of the County's physical security program performs approximately 600,000 screenings in the courthouses annually.
- 4) Provide complete description of contractor's process and program for provision of security officers who have successfully completed a certified First Aid/CPR/AED training course of no less than 8 hours prior to assignment to Clark County facilities.
- 5) Provide a complete description of general workplace safety training program provided to officers prior to the security officers first day of work in a Clark County facility. Contractor is responsible for development, delivery and maintenance of course material and documentation of training.
- 6) Provide complete description of contractor's process and program for annual in-service training of security officers on subjects pertaining to Clark County security operations, court security, courthouse screening and security operations in general.
- 7) At least 2 times per year, but not more than 4 times per year, Contract Staff and Campus Deputies will cooperatively train on subjects mutually beneficial to both. Trainings may include responding to emergencies, evacuation drills, radio procedures and dispatching, threats, and other mutually beneficial topics.
 - a) The scheduling of training as well as training content will be coordinated between the County security coordinator, Campus Sergeant and onsite Contract Supervisor/Manager. The County will provide instructors for these mutually beneficial trainings.
 - b) Training may occur during the course of a normal workday or on weekdays the courts are closed due to holidays.
 - c) This mutually beneficial training applies only to Contract Staff normally assigned to provide security services to the Clark County account.
- 8) Contractor may use a person during the on-the-job portion of training to perform security functions provided that the person is closely supervised by a qualified Contract Staff member and does not make independent judgements. The number of trainees shall be limited, so as not to interfere with security operations.

Appearance Requirements

- 1) Provide a complete description of the contractor's program for provision of security officers with uniforms appropriate to the environment, ensuring a professional appearance and fit. Uniforms shall meet the following minimum requirements:
 - a) Uniforms shall clearly identify contractor employees as security officers and include the contractor's firm name.
 - b) Uniforms shall be dissimilar in color of uniforms worn by Clark County Sheriff's Office.
- 2) Contractor is responsible to ensure uniforms are well maintained and worn/damaged

Request for Proposal #784

Contract Security Services

uniforms are replaced promptly. Contractor shall ensure its security officers wear uniforms properly and that uniforms are neat, clean and pressed at the beginning of each shift.

Scope of Work

Provide a complete description of contractor's process and program for provision of physical security services including but not limited to the following:

- 1) Courthouse Security Operations
 - a) Courthouse screening operations include screening persons, bags, packages and parcels for weapons and prohibited items at the Clark County courthouse, juvenile justice center and family law annex using x-ray detection equipment, walk through metal detectors and handheld metal detectors. The discovery of weapons and prohibited items are reported to Sheriff's Deputies assigned to the Campus Unit.
- 2) Systems Monitoring
 - a) Systems monitoring includes monitoring and operating intrusion detection systems, duress alarm systems, access control systems and security video camera systems from Security Main Control. Valerus is County's monitoring system.
- 3) Security Main Control
 - a) Main Control is responsible for systems monitoring as defined above, emergency and non-emergency call taking from employees, monitoring and responding to duress alarms located in various County facilities, dispatching security guards and when necessary Sheriff's Deputies assigned to the Campus Unit to emergent and non emergent calls for service in the courts and on the County Campus including County facilities. Maintains Control Room Daily Log.
- 4) Public Building Entrance Security Operations
 - a) Public Building Entrance Security Operations are conducted at the Public Service Center (PSC) and Center for Community Health (CCH) and include visual screening, access monitoring and when necessary access control. Public Building Entrance Security Officers primarily assist visitors and employees while maintaining a security presence in the building entrance. Maintains Post Log. The PSC is the primary facility where the public interacts with numerous county departments for services and the location of County leadership. CCH is the primary facility where citizens with public health, mental health and addiction issues interact with County and Tenant departments specializing in these areas. A major Tenant in the building is the Veterans Administration. At CCH Security Officers may receive calls for assistance from employees and Tenant employees and will coordinate as needed with Veterans Administration Police.
- 5) Foot Security Patrols
 - a) Foot Security Patrols (Rovers) will frequently and systematically patrol assigned areas in order to deter, detect and report unlawful or suspicious activity, disorderly or unusual activity and violations of County security procedures, in and around County facilities on the County Campus, and parking violations in County parking lots on Campus.
- 6) Incident/Emergency Response
 - a) Incident/Emergency Response activities security officers may be required to respond to include upset/threatening visitors, fire alarms, large and small scale criminal actions, bomb threats, suspicious packages, hazardous materials, medical emergencies, elevator entrapments, extreme weather events, earthquakes, terrorist actions, civil

Request for Proposal #784

Contract Security Services

disobedience, protests, and both partial and full building evacuations and drills.

- b) In case of emergency. The County, the Sheriff, or designee will have the right to direct the activities of the contract staff in order to respond to the emergency. When time and circumstances permit, such direction will be provided/requested through the Onsite Supervisor/Manager. Under no circumstances may Contract Staff refuse to cooperate with such directives when it is determined an emergency exists. The Onsite Supervisor/Manager will be notified of all emergencies as soon as practical, based on the urgency of the situation.

Contract Management and Leadership Team Requirements

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and will be responsible for taking such disciplinary action with respect to its employees as may be deemed necessary.

- 1) Contractor shall establish and maintain a highly experienced and qualified leadership team responsible for the management of contract security staff and operations; ensuring consistent delivery of services as required by Clark County throughout the term of the contract.
- 2) Contractor shall provide a dedicated onsite Supervisor/Manager responsible for leading, training and supervising contractor's employees and security operations. The onsite Supervisor/Manager serves as the primary point of contact for the County security coordinator and Sheriff. The account manager shall have demonstrated experience in physical security leadership positions. The onsite Supervisor/Manager is based in office space in Security Main Control.
 - a) The Contract onsite Supervisor/Manager shall be available on a twenty-four (24) hour on call basis through telephone, pager system, or other method of communications, at all times.
 - b) The Contract onsite Supervisor/Manager shall be required to accept and execute on behalf of the Contractor any technical direction issued by the County under the terms and conditions set forth in the contract and shall be empowered to act and make decisions.
 - c) When the Contract onsite Supervisor/Manager is unavailable due to illness, vacation, or other reason, the Contractor will assign another individual to that function who fully meets the requirements as set forth in this RFP.
 - d) The Contract onsite Supervisor/Manager shall represent the Contractor in handling complaints.
- 3) Contractor's onsite Supervisor/Manager is required to attend Clark County Courthouse Security meetings, Safety Committee meeting and other meetings as deemed necessary by the County security coordinator and/or Sheriff and provides reports on the contract security program and operations as directed.
- 4) Contractor shall operate a staffing schedule designed to serve the needs of the County physical security program and operations as determined by the County security coordinator and Sheriff. The staffing schedule shall comply with budgetary requirements as communicated to the contractor by the County security coordinator.
- 5) Contractor's onsite Supervisor/Manager shall meet with the County security coordinator weekly to review contract security operations, systems operation, projects, performance, metrics, accounting and other issues as required.

Request for Proposal #784

Contract Security Services

Miscellaneous Requirements

- 1) Contractor shall develop a performance accountability program and provide metrics to the Clark County security coordinator for use in monitoring Contractor's performance of the scope of work and other performance requirements. This requirement includes comprehensive incident tracking and reporting and the use of post logs to document performance.
- 2) Contractor shall in coordination with the County security coordinator and Sheriff, develop and maintain standard operating procedures, post orders and other directives as needed for all Contractor security operations in Clark County facilities. Current copies of all directives shall be provided to the County security coordinator.
- 3) Contract staff must use County furnished equipment and may not substitute personal property or Contractor property in place of that equipment without prior authorization by the County. Under no circumstances will contract take any items/equipment from their duty station unless specifically authorized to do so by the County.
- 4) No Contract Staff may assume duties unless they have been in a non-working status for a minimum of eight (8) hours immediately before reporting for duty. No Contract Staff will be authorized to leave their duty station during their shift except for those specific periods of time when the Contract Staff is authorized to take breaks. Lunch, or rotate duty stations. It is the responsibility of the Contractor to coordinate a schedule for Contract Staff so that staffing levels are maintained.

General Hours of Operation - Posts and Schedules

- 1) Posts and schedules are subject to change at the discretion of the County. The County reserves the right to modify, reduce posts and schedules based on the needs of the County and/or if sufficient work or funding is not available.

Site	Position/Post	Schedule	Hours per week
All sites and locations	Onsite Supervisor/Manager	M-F	40
Courthouse	Courthouse East Entrance Screening	M-F 7:00 am - 4:00 pm	40
	Courthouse East Entrance Screening	M-F 7:30 am - 4:30 pm	40
	Courthouse East Entrance Screening	M-F 8:00 am - 5:00 pm	40
	Courthouse East Entrance Screening	M-F 8:30 am - 5:30 pm	40
	Courthouse West Entrance Screening - Opener	M-F 6:30 am - 3:30 pm	40
	Courthouse West Entrance Screening	M-F 8:30 am - 5:30 pm	40
	Courthouse Roving Security Patrol East	M-F 7:30 am- 3:30 pm	40

Request for Proposal #784
Contract Security Services

	Courthouse Roving Security Patrol West	M-F 8:00 am - 4:00 pm	40
	Courthouse Roving Security Patrol	M-F 8:30 am - 4:30 pm	40
	Courthouse Main Control	M-F 6:30 am - 2:30 pm	40
	Courthouse Screening West/ Main Control Relief	M-F 8:30 pm - 2:30 pm 2:30 pm - 5:30 pm	25 15
	Night Court Entrance Screening ** (3)- positions	1st Tuesday of each Month 5:30 pm – 7:30 pm Or as needed	** 6 hours per month
	Night Court Main Control ** (1) - Position	1st Tuesday of each Month 5:30 pm – 7:30 pm Or as needed	** 2 Hours per month
Juvenile Justice Center	Courthouse Entrance Screening Opener	M-F 6:30 am - 3:30 pm	40
	Courthouse Roving Security Patrol/ Screening - Closer	M-F 8:30 am - 3:30 pm 3:30 pm - 5:30 pm	30 10
Family Law Annex	Courthouse Entrance Screening Opener	M-F 7:00 am - 4:00 pm	40
	Courthouse Entrance Screening Closer	M-F 8:30 am - 5:30 pm	40
	Courthouse Roving Security Patrol	M-F 8:15 am - 5:15 pm	40
Public Service Center	Building Entrance Security	M-F 7:30 am - 3:30 pm	40
	Building Entrance Security	M-F 3:30 pm - 5:30 pm	10
	Building/Lots Roving Security Patrol	M-F 6:30 am - 2:30 pm	40
	Building/Lots Roving Security Patrol	M-F 2:30 pm - 5:30 pm	15
	After Hours Building Entrance Security (1) position	M-F Times vary Meetings scheduled after normal business hours – to be scheduled with Onsite Supervisor/Manager	**Not to exceed 30 hours per Month unless previously agreed upon
Center for Community Health	Building Entrance Security	M-F 6:45 am - 2:45 pm	40

Request for Proposal #784

Contract Security Services

	Building Entrance Security	M-F 6:45 am - 2:45 pm	22.5
	Building/Lots Roving Security Patrol	M-F 8:00 am - 5:00 pm	40
Total Weekly Billable Hours (**excluding Night Court and After-Hours Meetings)			887.5

** - Night Court and Public service Center after-hours meetings.

- 2) Except in an emergency, if services are required earlier than the General Hours of Operation/Post Schedules, the Contractor will be notified no later than the close of business the previous day. If such services are required later than the normal closing hours of operation, the Contractor will be notified not less than two hours earlier as stipulated in the Overtime section of the RFP.

Overtime

- 1) It is expected that all hours associated with the General Hours of Operation/Posts and Schedules as listed in the table above will be billed at the straight time rate, with the exception of Night Court and Public Service Center after hours meetings.
- 2) Schedules must be arranged such that all normal operations are covered with straight time. Normal scheduled operations will not be paid at the premium rate unless advanced authorization is provided by the County security coordinator.
- 3) When court proceedings or functions or county operations exceed normal hours, it may be necessary to add additional hours of screening, roving or building entrance security services. In those cases, the County may request overtime orally or in writing, provided the Contractor is notified at least two hours before the scheduled completion of the Contract Staff regular shift.
 - a) During these extended periods of service, the Contractor must supervise and direct the employee designated to perform overtime services. Any distinction between normal and overtime duties will be discussed with both the Onsite Supervisor/Manager and the Contract Staff.

2. County Performed Work

The County security coordinator and Sheriff will provide necessary contacts through which all communication between the County and the Contract Supervisor/Manager will flow, except in the case of an emergency. The County is committed to open and two-way communications with the Contractor on all issues related to the physical security of Clark County courts, facilities and County Campus.

In addition to the preliminary background investigations of all employees conducted by the Contractor, the Sheriff will conduct a background/security clearance investigation independent of the Contractors investigation on each Contract Staff that will perform duties under this contract.

The County will furnish x-ray machines, magnetometers, handheld metal detectors, video monitoring equipment and radios. In the case of handheld metal detectors and radios that are shared at the same station, the Sheriff will provide for a system of accountability. The normal maintenance, repair and replacement of County owned equipment will be the responsibility of the County, except that, in the case of equipment misuse and/or abuse by Contract Staff, the equipment will be repaired and/or replaced and the cost thereof billed to the Contractor for payment.

Request for Proposal #784

Contract Security Services

3. Deliverables & Schedule

Beginning January 1, 2021, the Contractor will provide sufficient and fully qualified persons of sufficient character, ability, training, skills, abilities and background, satisfactory to the Sheriff and County security coordinator, to perform entrance and roving security services in the described facilities meeting or exceeding the personnel standards set forth in this RFP.

Beginning January 1, 2021, the Contractor will assume and provide full entrance security services within the described facilities, including the Public Service Center and Center for Community Health, and including screening at the east and west entrances to the Courthouse, the main entrance to the Juvenile Justice Center and the main entrance to the Family Law Annex, meeting or exceeding the performance standards set forth in this RFP.

Beginning January 1, 2021, the Contractor will provide Control Room monitoring of security systems throughout the described facilities meeting or exceeding the performance standards set forth in this RFP.

Beginning January 1, 2021, the Contractor will provide roving security services throughout the interior and exterior of the described facilities, including County parking lots and other County facilities on the County Campus as requested, meeting or exceeding the performance standards set forth in this RFP.

Beginning January 1, 2021, the Contractor will provide the foregoing security services between the hours of 5:00 am and 8:00 pm, Monday through Friday, and during all scheduled night court sessions, open public meetings, weekends as outlined in this Request For Proposal and such other times, at regular or overtime rates set forth in this Request For Proposal, as may be timely requested by the County security coordinator or Sheriff or as may arise in an emergency declared by County security coordinator or Sheriff.

Beginning January 1, 2021, the Contractor will create, maintain and provide to the County security coordinator and Sheriff on request, reports sufficient to record daily activities of Contractor's personnel and any security event or incident which may occur within the described facilities and County Campus including parking lots, as set forth in this RFP.

4. Place of Performance

The services described in this Request for Proposal will be provided as denoted to the properties named below:

Clark County Courthouse and Parking Facilities – 1200 Franklin St.

- Courthouse security operations
- Roving foot patrol
- Staff Main Control
- Systems monitoring
- Incident/emergency response
- On site supervisor/manager

Juvenile Justice Center – 500 W. 11th St.

- Courthouse security operations
- Roving foot patrol
- Incident/emergency response.

Family Law Annex and Parking Facilities – 601 W. Evergreen Blvd.

- Courthouse security operations
- Roving foot patrol
- Incident/emergency response

Public Service Center and Parking Facilities – 1300 Franklin St.

- Building entrance security operations
- Roving foot patrol
- Incident/emergency response.

Request for Proposal #784

Contract Security Services

Center for Community Health and Parking Facilities – 1601 E. Fourth Plain Blvd.

- Building entrance security operations
- Roving foot patrol
- Incident/emergency response.

County Campus, County Parking Facilities and various County Facilities on Campus

- Roving foot patrol
- Incident/emergency response.

5. Period of Performance
- A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on January 1, 2021 and end December 31, 2022.
- Clark County reserves the right to extend the contract resulting from this RFP for a period of three (3) additional years, in one (1) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
6. Prevailing Wage (Davis Bacon)
- Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the bid opening date from either of these sites:
- <http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>
- <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>
- Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.
- A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the bid items of this contract
7. Debarred/Suspended
- Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.
- All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matter" form with their proposal to be eligible to participate.
8. Public Disclosure
- This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.
- If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". If a request is made for disclosure of such a portion, the County will determine whether it should be made available under the Act. If the county determines that such a record(s) is subject to disclosure, the County will notify the Respondent or Proposer in writing of the request and allow the Respondent or

Request for Proposal #784

Contract Security Services

Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.

9. Insurance/Bond

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$100,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

B. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

C. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$5,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

D. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$5,000,000 shall be provided and will apply over all liability policies without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers Liability and Professional Liability.

E. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Request for Proposal #784

Contract Security Services

F. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

G. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

All policies must have a Best's Rating of A-VII or better.

10. Plan Holders List

All proposers are required to be listed on the plan holders list.

- ✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

- If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.
- Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Request for Proposal #784

Contract Security Services

Part II Proposal Preparation and Submittal

Section IIA

Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting

- A Mandatory Pre-Submittal Meeting will be held at the Clark County Public Service Center located at 1300 Franklin Street, Vancouver, Washington 98660 on Tuesday, September 15, 2020 from 9:00 am - 1:00 pm. Those wanting to attend must register with Mike Lewis via email at Mike.Lewis@clark.wa.gov no later than 1:00 pm on Friday, September 11, 2020 of their intention of attending and provide the names of the person(s) that will be attending the meeting. Registered attendees shall go to the sixth floor Training Room #679 and sign in. Proposals shall only be accepted by agencies that attend the meeting.
- The majority of the meeting will be comprised of a tour of the Public Service Center, Courthouse, Juvenile Justice Center, Family Law Annex and County Campus. The meeting will include a short presentation on the security operations at the Center for Community Health which is located on the Vancouver Veterans Administration Campus.
- Due to COVID-19 and the restrictions on group sizes, the County is limiting each Vendor to no more than two attendees at the meeting.
- All attendees must wear a cloth face covering/mask and adhere to social distancing guidelines throughout the meeting and tour.
- Meeting occurs in downtown Vancouver during the WSDOT/ODOT Interstate 5 Trunnion replacement project. Expect major traffic delays on I-5 and area roads. It is recommended to take alternate routes to the County Campus and planning travel times accordingly.
- Attendees will be screened prior to entering the Courthouse, Juvenile Justice Center and Family Law Annex.

2. Proposal Clarification

Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is Friday, September 18, 2020 by 3:00 pm.

An addendum will be issued no later than Wednesday, September 23, 2020 to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

Request for Proposal #784

Contract Security Services

Section IIB

Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and;**
- 2. TITLE and;**
- 3. Name and Address of the Proposer.**

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed 25 pages, excluding resumes, E-Verify and coversheet. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

Section IIC

Proposal Content

1. Cover Sheet

This form is to be used as your proposal Cover Sheet
See Cover Sheet - Attachment A

2. Project Team

Provide a description of the structure of the team that will provide services in accordance with this RFP. Include management, supervisors and lead workers, if so designated, in the description. Provide an organizational chart for the project team and how the team fits into the parent organization. Provide plans for the transitioning of personnel if other than current provider is selected.

Request for Proposal #784

Contract Security Services

3. Management Approach

Demonstrate how the management structure will be flexible and responsive to meeting task requirements. The provider should demonstrate how flexibility is to be maintained in making work assignments in order to make maximum use of available personnel and skills mix. Describe the challenges associated with and a proposed approach to managing problems associated with physical security services. The provider shall demonstrate the relationship between the onsite Supervisor/Manager and upper management to ensure proper attention from upper management in resolving problems associated with the security services.
4. Respondent's Capabilities

Demonstrate the provider's capabilities through documented previous work history and/or resumes, and samples of work product such as activity reports, work schedules, training reports and documentation of security staff licensing and training.
5. Project Approach and Understanding

Demonstrate your team's understanding of the project and of the tasks to be accomplished. The provider should demonstrate successful and reliable experience in the field of courthouse physical security or other public environments in which screening of persons is required. Provider should demonstrate their personnel have the necessary training and expertise to perform the duties as outline in the RFP including but not limited to:

 - Dispatching
 - Radio communications
 - Video control room devices
 - Familiarization with x-ray machines, magnetometers and handheld wand devices.

Provider should demonstrate their ability to provide sufficient qualified personnel to provide the requested services as outlined in the RFP.

The provider should demonstrate their onsite Supervisor/Manager has the ability and authority to act and make decisions, including decisions on behalf of the service provider.

The provider should prove an adequate Budget Summary and that summary identifies sufficient staff-hours for the project and that summary is complete and reasonable.
6. Proposed Cost

Provide complete pricing. Include multiple lines that detail hourly rates, expenses, overhead and administrative costs.
7. Employment Verification

Please refer to section 1A.6. – E-Verify
IMPORTANT NOTE: Include this portion of the response immediately **AFTER** the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:
<https://www.clark.wa.gov/general-services/purchasing-overview>

Request for Proposal #784

Contract Security Services

Part III Proposal Evaluation & Contract Award

Section IIIA

Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.
2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal Approach / Quality	20
Demonstrated Ability to perform the services requested in the RFP	20
Qualifications / Experience / Work History - in physical security / court operations	20
Flexibility	20
Cost – Reasonableness of proposed cost versus services provided	20
Total Points	100

Section IIIB

Contract Award

1. Consultant Selection: The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
2. Contract Development: The proposal and all responses provided by the successful Proposer may become a part of the final contract.
3. Award Review: The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.
4. Orientation/Kick-off Meeting: Contract negotiations will be completed immediately following the RFP selection committee's recommendation and final selection. The County intends to complete negotiations no later than October 29, 2020, in time to have a contract ready for submission to Council office for review on November 5, 2020 and Council authorization/approval at the November 17, 2020 Council Hearing.

Request for Proposal #784
Contract Security Services

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

Request for Proposal #784
Contract Security Services

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency_____

Street Address_____

City_____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax_____

Program Location (if different than above) _____

Email Address _____

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

**Request for Proposal #784
Contract Security Services**

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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 government 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Clark County, WA

Request for Proposal #784
Contract Security Services

Attachment D: County Campus & VA Vancouver Campus Locations

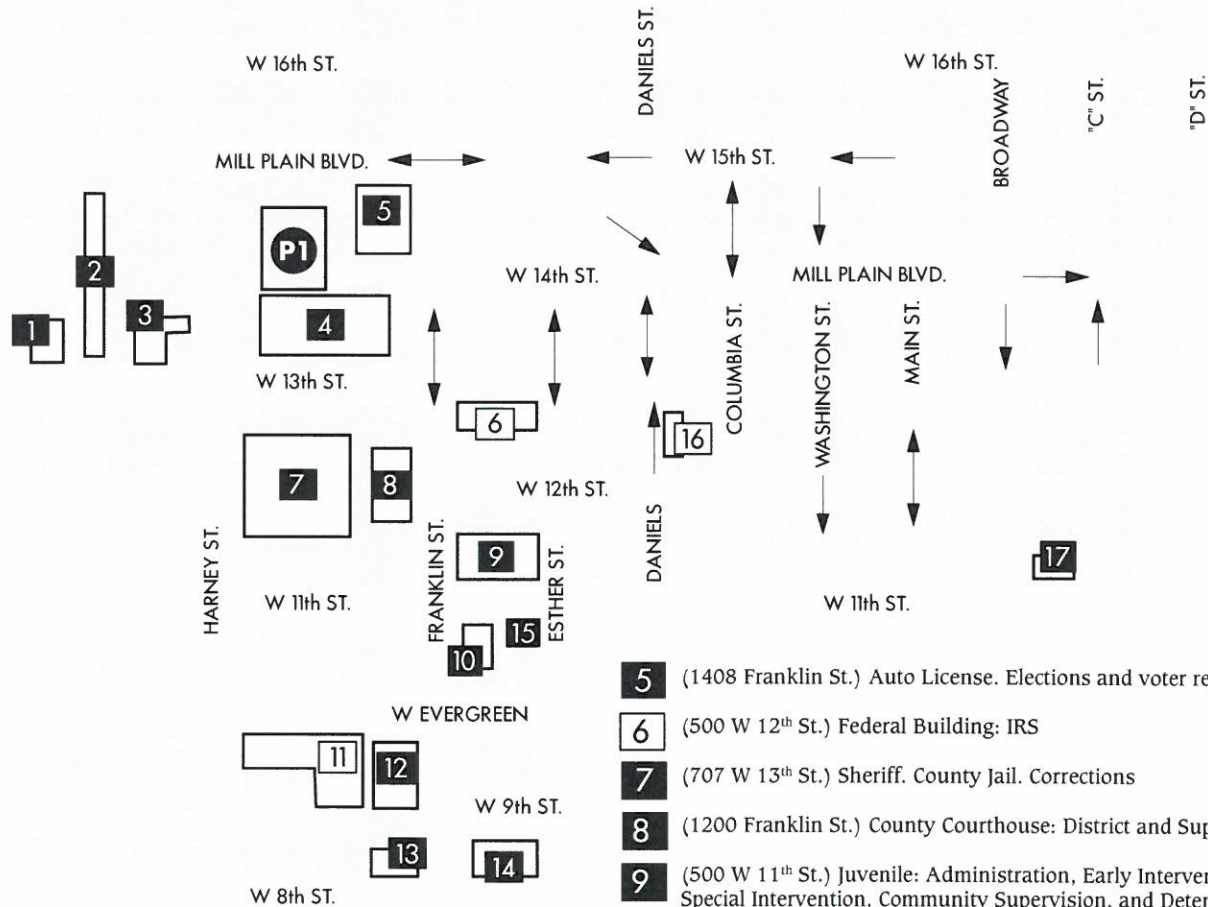
Attachment E: Clark County Government Offices Map

Attachment E: VA Vancouver / County Map

ATTACHMENT D



Clark County *government offices*



- 1** (900 W 13th St.) 1st floor - Medical Examiner: Death Investigation Center, 2nd floor - Sheriff: Major Crimes
- 2** (816 W 13th St.) Facilities Management and Records Management
- 3** (710 W 13th St.) Clark Regional Emergency Services Agency
- 4** (1300 Franklin St.) Public Service Center

First floor - Community Development Permit Center (building and planning questions). Environmental Services: Solid Waste, Clean Water and Legacy Lands.

Second floor - Assessment. Geographic Information System (GIS). Treasurer. Auditor: Marriage Licenses and Recording

Third floor - Community Development: Development Services, Animal Control and Code Enforcement. Community Planning. Prosecuting Attorney: Civil Division

Fourth floor - Public Works: Transportation, Real Property Services, Survey, and Construction Management. Regional Transportation Council

Fifth floor - Human Resources. Auditor: Administration and Financial Services. Application Services. Infrastructure Services

Sixth floor - Board of Clark County Commissioners. Budget. General Services: Purchasing and Risk Management. Public Information and Outreach and Neighborhood Program

- 5** (1408 Franklin St.) Auto License. Elections and voter registration
- 6** (500 W 12th St.) Federal Building: IRS
- 7** (707 W 13th St.) Sheriff. County Jail. Corrections
- 8** (1200 Franklin St.) County Courthouse: District and Superior Courts
- 9** (500 W 11th St.) Juvenile: Administration, Early Intervention and Special Intervention, Community Supervision, and Detention.
- 10** (1013 Franklin St.) Prosecuting Attorney: Administration, Adult Diversion, Criminal, Victim Witness Program and Juvenile
- 11** (907 Harney St.) State Office: Public Assistance
- 12** (601 W Evergreen Blvd.) Superior Court: Family Law Annex (Suite 101) Arthur D. Curtis Children's Justice Center - CJC Clerk's Office: Collections Unit
- 13** (800 Franklin St.) Prosecuting Attorney: Child Support Division
- 14** (500 W 8th St., Suite 19) Board of Equalization
- 15** (1012 Esther St.) Youth House
- 16** (1211 Daniels St.) U.S. Post Office
- 17** (1101 Broadway, #120) Prosecuting Attorney: Domestic Violence Prosecution Center

County offices Other government offices

P1 Public Service Center parking garage - includes metered public parking spaces



CLARK COUNTY DEPARTMENTS AND SERVICES IN DOWNTOWN VANCOUVER

(Numerals indicate building number on the map - see reverse)

Adult Diversion <i>Prosecuting Attorney</i>	10
Animal Control <i>Community Development (FLOOR 3)</i>	4
Assessment <i>(FLOOR 2)</i>	4
Auditor Administration and Financial Services <i>(FLOOR 5)</i>	4
Auto license <i>Auditor</i>	5
Board of Clark County Commissioners <i>(FLOOR 6)</i>	4
Board of Equalization	14
Budget <i>(FLOOR 6)</i>	4
Child Support Division <i>Prosecuting Attorney</i>	13
Civil Division <i>Prosecuting Attorney</i>	4
Clark Regional Emergency Services (CRESA)	3
Clean Water <i>Environmental Services (FLOOR 1)</i>	4
Code Enforcement <i>Community Development (FLOOR 3)</i>	4
Community Development <i>(FLOOR 3)</i>	4
Community Planning <i>(FLOOR 3)</i>	4
Community Supervision <i>Juvenile</i>	9
Construction Management <i>Public Works (FLOOR 4)</i>	4
Corrections	7
County Courthouse	8
Death Investigation Center <i>Medical Examiner</i>	1
Detention <i>Juvenile</i>	9
Development Services <i>Community Development (FLOOR 3)</i>	4
District Court	8
Domestic Violence Prosecution Center <i>Prosecuting Attorney</i>	17
Early Intervention <i>Juvenile</i>	9
Elections <i>Auditor</i>	5
Environmental Services <i>(FLOOR 1)</i>	4
Family Law Annex <i>Superior Court</i>	12
Geographic Information System <i>(FLOOR 2)</i>	4
Human Resources <i>(FLOOR 5)</i>	4
Jail (county)	7
Juvenile Administration	9
Juvenile Division <i>Prosecuting Attorney</i>	10
Legacy Lands <i>Environmental Services (FLOOR 1)</i>	4
Major Crimes <i>Sheriff</i>	1

Marriage Licenses <i>Auditor (FLOOR 2)</i>	4
Medical Examiner	1
Neighborhood Program <i>(FLOOR 6)</i>	4
Permit Center <i>Community Development (FLOOR 1)</i>	4
Public Information and Outreach <i>(FLOOR 6)</i>	4
Public Service Center	4
Public Works <i>(FLOOR 4)</i>	4
Purchasing <i>General Services (FLOOR 6)</i>	4
Real Property Services <i>Public Works (FLOOR 4)</i>	4
Recording <i>Auditor (FLOOR 2)</i>	4
Risk Management <i>General Services (FLOOR 6)</i>	4
Sheriff	7
Special Intervention <i>Juvenile</i>	9
Solid Waste <i>Environmental Services (FLOOR 1)</i>	4
Superior Court	8
Survey <i>Public Works (FLOOR 4)</i>	4
Survey counter <i>Public Works (FLOOR 1)</i>	4
Transportation <i>Public Works (FLOOR 4)</i>	4
Treasurer <i>(FLOOR 2)</i>	4
Victim Witness Program <i>Prosecuting Attorney</i>	10
Voter registration	5
Youth House	15

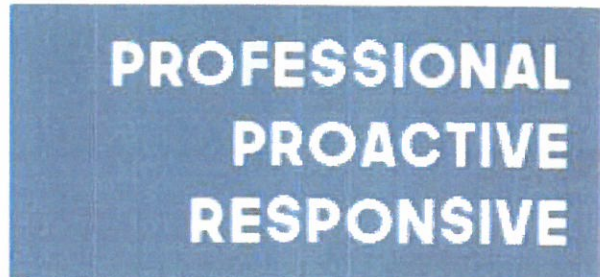
OTHER GOVERNMENT OFFICES

State and federal offices

IRS	6
Post office	16
Public Assistance (state)	11
Arthur D. Curtis Children's Justice Center (CJC)	12
Regional Transportation Council <i>(FLOOR 4)</i>	4



Robert Duke, Business Development Manager
(509) 448-4277 ext 211 | robert.duke@phoenixprotectivecorp.com



RFP #784 CONTRACT SECURITY SERVICES

Prepared for:

Clark County Washington



Table of Contents

REQUIRED DOCUMENTS

COVER LETTER.....	3
PPC E-VERIFY MOU.....	4
CERTIFICATION REGARDING DEBARMENT.....	9

BIDDER RESPONSE

PPC INTRODUCTION.....	10
PROJECT TEAM.....	13
MANAGEMENT APPROACH.....	20
RESPONDENT'S CAPABILITIES.....	21
PROJECT APPROACH AND UNDERSTANDING.....	31
PROPOSED COST.....	34

RESUME

ROBERT MINNICK.....	35
RYAN SUTTON.....	37
GABE VILLANUEVA.....	40

**Request for Proposal #784
Contract Security Services**

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm PPC SOLUTIONS INC

Street Address 18303 E APPLEWAY AVE City SPOKANE VALLEY State WA Zip 99016

Contact Person SHEILA LESLIE Title PRESIDENT

Phone (509) 448-4277, EXT 202 Fax (509) 536-6033

Program Location (if different than above) _____

Email Address SHEILA@PHOENIXPROTECTIVECORP.COM

Tax Identification Number 20-0600724

ADDENDUM:

**Although not posted as addenda, PPC acknowledges receipt and review of Questions and Answers updated 9/21/20.*

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.



Authorized Signature of Proposing Firm

9/28/2020

Date

SHEILA LESLIE

Printed Name

PRESIDENT

Title



Company ID Number:619197

Client Company ID Number:836845

THE E-VERIFY MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PPC Solutions (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 2009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12869, as amended, provide authority for federal contractors and subcontractors (Federal Contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

- For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
- By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
- The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - Notice of E-Verify Participation
 - Notice of Right to Work
- The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
- The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(ii)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo

Page 2 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 05/01/13



Company ID Number:619197

Client Company ID Number:836845

requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employers still retain the right to present any List A, or List B and List C, documents to complete the Form I-9.

- The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - The following modified requirements are the only exceptions to an Employer's obligation to not identify unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation of an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 has been completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employees who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- The Employer agrees to follow appropriate procedures (see Article II below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article II.B below) to contact DHS with information necessary to resolve the challenge.
- The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the

Page 2 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 05/01/13



Company ID Number:619197

Client Company ID Number:836845

Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.10(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-887-7781 (worker hotline).

- The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the Immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-235-8355 or 1-800-237-2515 (TDD).
- The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
- The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a) and (b) (3) and the Social Security Act (42 U.S.C. 1306a). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
- The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (10-11)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.



Company ID Number:619197

Client Company ID Number:836845

this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

- The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services Employer Agent signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
- The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the interface to ensure that any updates or enhancements to the interface are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and/or its assigns.
- The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representatives who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
- The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
- The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
- The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
- The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
- The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
- The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
- The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
- The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
- The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the



Company ID Number:619197

Client Company ID Number:836845

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at: Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
- A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
- B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.
- Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not

Page 5 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/23



Company ID Number:619197

Client Company ID Number:836845

be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

- If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after the date of contract award or within 30 days after assignment to the contract, whichever is later.
- Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employees in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986. Instead of verifying only those employees assigned to a covered Federal contract, After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - That Form I-9 is complete (including the SSN) and complies with Article II.A.6.
 - The employee's work authorization has not expired, and

Page 6 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/23



Company ID Number:619197

Client Company ID Number:836845

- III. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- The Employer cannot determine that Form I-9 complies with Article II.A.6.
 - The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

- SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
- SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits a SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records. If appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

- DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
- DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



Company ID Number:619197

Client Company ID Number:836845

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

- DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without charges to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
- DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer and/or information notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCE), Civil Rights Division, U.S. Department of Justice.
- DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in.
- DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

- If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must



Company ID Number:619197

Client Company ID Number:836845

- contest the finding, while their case is still pending.
- The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 - The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 - If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 - If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 - The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-951, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 - The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 - DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 - While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

- SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

- Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
 - Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
 - Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
 - National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
 - International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
- The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
- The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

Page 8 of 11 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/07/13



Company ID Number:619197

Client Company ID Number:836845

- The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
- The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
- The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
- DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
- Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
- If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(c).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment (OMB Circular A-130 Appendix III).

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

- Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
- Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
- Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
- Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
- Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
- Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
- Implement procedures for detecting, reporting, and responding to security incidents;
- Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
- In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations (NIST SP 800-37);
- DHS reserves the right to restrict Web Services calls from certain IP addresses;
- DHS reserves the right to audit the Web Services E-Verify Employer Agent's application;
- Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

Page 10 of 11 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/07/13



Company ID Number:619197

Client Company ID Number:836845

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

- Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify (NIST SP 800-95). Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers at messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
- In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
- Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
- User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
- The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/22/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
- The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of its system.

D. COMMUNICATIONS

- Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
- The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
- The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
- The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
- All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
- Suspected and confirmed information security breaches must be reported to DHS according to Article 5.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

- The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



Company ID Number:619197

Client Company ID Number:836845

- The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
- DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
- Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

- The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
- DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of any account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

- This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

- The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
- Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary, by separate agreement with DHS. SSA has agreed to perform its responsibilities as described in this MOU.
- Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or



Company ID Number:619197

Client Company ID Number:836845

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of E.O. 13526 to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PPC Solutions (Employer) hereby designates and appoints Kim Moore (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Page 13 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:619197

Client Company ID Number:836845

If you have any questions, contact E-Verify at 1-888-454-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent	
Efficient Forms LLC (EFA)	
Name (Please Type or Print)	Title
Kim Moore	
Signature	Date
Electronically Signed	November 18, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Page 14 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



Company ID Number:619197

Client Company ID Number:836845

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	PPC Solutions
Company Facility Address	223 W. 2nd Ave Spokane, WA 99201
Company Alternate Address	
County or Parish	Spokane
Employer Identification Number	20-0600724
North American Industry Classification Systems Code	Administrative And Support Services (561)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	0



Company ID Number:619197

Client Company ID Number:836845

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:



Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Richelle Swartz
Phone Number	(509) 448-4277
Fax Number	
E-mail Address	richelle@pphoenixprotectivecorp.com

E-Verify

If you have any questions, contact: J. Verdy at 1 800 696 6216
approved by:

Employee		
Name (Please Type or Print)		Place
Signature		Date
I am the Treasurer Agent		
I am the Member List Clerk		
Name (Please Type or Print)		Place
Name		
Signature		Date
We hereby do Report		Member Date 10.2019
Representative of International Brotherhood of Teamsters		
Name		Place
Signature		Date



Information Required for the 9-Party Program	
Information relating to your Company:	
1. COMPANY Name	2. Address
3. COMPANY Facility Address	2.1 1 W. 3rd Ave
4. COMPANY Alternate Address	Phone no. 800-92021
5. CITY or Parish	Telephone no.
6. COMPANY Identification Number	20 6082734
7. North American Industry Classification System Code	Identification Number Support Services 5810
8. Primary Company	
9. Code of Sponsoring	100 01 000
10. Code of Sponsoring for	



Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Cynthia Baker
Phone Number	(202) 442-4277
Alt Number	
Email Address	Cynthia.Baker@nasa.gov

**Request for Proposal #784
Contract Security Services**

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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 government 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SHEILA LESLIE, PESIDENT

Typed Name & Title of Authorized Representative

A handwritten signature in blue ink that reads "Sheila R. Leslie".

Signature of Authorized Representative

9/28/2020

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Clark County, WA



PPC SOLUTIONS INC.

September 30, 2020

Clark County
Office of Purchasing
Attn Mike Lewis
1300 Franklin Street, 6th floor, Suite 650
Vancouver WA 98660

It gives us great pleasure for the opportunity to participate in your solicitation, Request For Proposal #784 Contract Security Services, Clark County, WA.

PPC was established as a *woman-owned, small business enterprise*, in 2002 and has over eighteen years' experience providing a wide range of security solutions with officer and patrol services to a broad spectrum of clients. We currently service local, state, and federal governments, including municipalities, utilities, schools, and universities, as well as private businesses in five states including Washington, Oregon, Idaho, Montana, and Alaska. We have provided similar services to those requested in this RFP for several County clients.

Our mission is to be an innovative and profitable company providing "the best in the industry" customer service and a working environment that promotes employee ownership, honesty, integrity, and loyalty. PPC provides excellent customer service through well-trained, highly motivated security professionals. *Our goal* is to be your go to security provider!

The principals, Mr. Jagrut Shah and Ms. Sheila Leslie, have over 50 years combined experience in law enforcement and security services management. Each region in which we operated has an experienced Region Manager, typically with a military or law enforcement background. Our Corporate Master Trainer, Robert Read, retired from the US Army, has served at PPC for nearly 10 years. He ensures PPC training policies are consistently promoted throughout the company.

Organizationally, PPC is headquartered in Spokane, WA, and services the Northwest through field or branch offices in Auburn, Vancouver and Yakima, Washington, as well as Anchorage, Alaska. The most accurate way to describe our company structure is a hybrid pyramidal hierarchy with centralized leadership at the top and responsibility for decision making pushed down to the lowest level. The quality of management personnel we hire; their qualifications, education, and proven experience, allows us to push decision making down to a lower level with the complete confidence their decisions and actions will put the priorities of the client first while attentive to PPC liability and interests. Officers in the field are responsible to their onsite supervisors.



PPC SOLUTIONS INC.

Our management philosophy is centered on providing twenty-four (24) hour supervision and emergency response in all regions. Our managers and supervisors monitor and mentor officers as they perform their tasks in the field for our clients. Officers are challenged weekly to perform at their peak and remain knowledgeable of company policies and standards. The Dispatchers in our 24-hour Control Center work with our managers in each region to ensure all assignments are filled, identify shortfalls, and immediately respond to client requests, seven days a week, with the goal of 100% client satisfaction!

Keys to our success have been an emphasis on:

- Seeking & recruiting qualified people devoted to professionalism, motivated to excel
- Strict hiring & screening standards to meet corporate and government requirements
- Exceptional & relevant training provided through multiple channels
- A dedicated long-term management team to ensure consistent client satisfaction

We have an extensive in-house training program rooted in customer service principles with the *goal of de-escalation*, mitigating the use of force. Our officers may be *certified* in baton, handcuffs, OC Spray, defensive tactics, and restraint/control techniques. Through initial and on-going training, our program is designed to develop our officers to keep them relevant and current in industry standards. Our program is flexible to adopt client-specific needs such as those required in your solicitation. Emphasis is on customer service in a way that mitigates liability from the bottom up.

Although not all officers are *armed daily unless required*, our team can be prepared to transition and adjust to your immediate or on-going needs such as workplace violence threats or executive protection requests. We have a comprehensive firearms/use of force policy and training program provided by our state and nationally certified company instructors on staff.

PPC is financially solvent and positioned for the future. We provide a full package of benefits for our team members to include health, dental and vision coverage, life insurance, and a 401k plan in which the company will match 50% of the team member's contribution, up to 5% of their wages. We encourage our team members to make time to unwind and offer paid-time-off, vacation time, and sick leave in which they can earn up to 56 hours of accrued PTO each year. We continue to grow each year and retain the best officers to continue our mission.

We differentiate ourselves from other security service providers in practically every way! PPC should be your first choice for security services! We have the capacity to accept large and small assignments while maintaining a hometown feel! We are structured to support these



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assignments long-term. Our management team provides proactive, responsive, and around-the-clock customer service for our clients supported by dispatchers in our 24-hour Control Center. Our structure, experience, training, and level of commitment sets us light years apart from our competitors. Our experience, structure and wide range of services makes us your "go to" security provider! You will note from our client we are reliable, proactive, responsive and on time!

As stated earlier, PPC has been providing similar services to those requested in this solicitation for over eighteen years. Our clients include those such as Spokane County, Yakima County, Grant County, and Adams County.

Our *commitment* to Clark County is to provide security services prescribed in this solicitation while exceeding your expectations in training, performance, and customer service. You will find that our licensing, uniforms, and procedures are in compliance with the state requirements. PPC acknowledges it has the *capability and capacity* to efficiently provide security services at your Vancouver locations. We are prepared to not only accomplish the mission, but be intuitive, proactive, and responsive to your future needs.

The primary contact for this proposal is PPC's Corporate President, Sheila Leslie. The execution of operations will be managed by our Region Manager from our Vancouver Office and will provide direct oversight for the onsite supervisor assigned to this project.

Phoenix Protective Corporation

Headquarters

Sheila Leslie, President

18303 E Appleway Avenue

Spokane Valley WA 99016

Mobile: (509) 251-8257

Email: sheila@phoenixprotectivecorp.com

Vancouver Branch Office

(Serving SW Washington & W Oregon)

Gabe Villanueva, Region Manager

9013 NE Highway 99

Vancouver WA 98665

Mobile: (509) 901-1085

Office: (360) 828-5307

Email: gabe@phoenixprotectivecorp.com

We look forward to answering any questions you may have regarding this proposal and the opportunity to working with you on this project.

Sincerely,

Sheila Leslie

President

CORPORATE
PHOENIX PROTECTIVE CORPORATION
18303 E APPLEWAY AVENUE
SPOKANE VALLEY, WA 99016
(509) 251-8257



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PROJECT TEAM

Team Approach!

PPC uses a team approach to project management. Key members play a role in all phases from planning to execution. Many tasks are accomplished concurrently, and some of them "behind the scenes". Initially, the Missoula County staff would primarily see our Corporate and Region Managers with the eventual Project Manager once selected and assigned. We value communication and promote an atmosphere of teamwork in the creative process to adapt our services to your specific needs.

In this section we identify our key players, briefly address our hiring process, identify our training curriculum, and present a transition plan that will be the vehicle to place this service in motion.

PPC is licensed in Washington State as a business License #602-349-877 and Security Guard company, License #613. The certificates are provided later in this proposal for your review and verification. All officers assigned to perform security duties are licensed under the WA DOL and meet or exceed all training requirements for unarmed and armed security professionals.

Key players

President

Sheila Leslie's professional background includes twenty-five (25) years within the private security industry as a Security Professional. Currently she is the President of PPC Solutions, Inc. which she founded in 2003 after establishing the sister company, Phoenix Protective Corporation in 2002. In her prior experience as well as with the current companies, Ms. Leslie has worked in all roles from the ground up. These include as a uniformed armed officer, dispatcher, and patrol officer. She maintains her field credentials while continuing to develop new business and programs.

Ms. Leslie specializes in financial, legal and contractual matters. She spearheads development, assesses growth strategies, and is instrumental in taking on new clients and projects with an emphasis in city, county, state, and federal contracting. Additionally, she oversees PPC's technology platforms for use both administratively and in operations.

Finally, Ms. Leslie establishes policy to support PPC's objectives ensuring that the corporations successfully continue a course aligned with the companies' mission.



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Vice President and Corporate Risk Manager

Jagrut Shah's professional background includes over fifteen (15) years as a law enforcement officer, Reserve Sergeant with the Yakima County Sheriff's Department. He retains certifications in multiple states as a licensed security guard, training instructor, and firearms instructor.

Mr. Shah specializes in project implementation. Since the startup of the company, he has established several new clients including our District School Security Officer (DSSO) Program – 10 schools, 15 officers, Yakima County and City Court Houses, Tacoma Public Utilities, Seattle City Light, NOAA (federal), DSHS (state) and Hoopfest, a nationally recognized sporting event. These projects include developing post orders, recruiting and training qualified officers, eliciting client specification to ensure the security program meets client objectives. Mr. Shah's expertise has been demonstrated in security consultation and executive protection for Sunnyside Police Department, Microsoft, Nordstrom's, and UPS senior management, among others.

Corporate Operations Manager

Mr. Robert Minnick has over thirteen years' experience in the security industry. He served six years with Target Corporation, completing his tenure there as Asset Protection Specialist. Robert has been with PPC for seven years. He has served in all positions with the company and maintains licensing as an Armed/Unarmed Security Officer. He served as a Quality Assurance Manager for nearly one and a half years before promoting to our Western Washington Region Manager where he served for nearly five years. Robert currently serves as the Corporate Operations Manager and provides operational oversight in all regions of the company including all five states in which we operate.

Robert will play an integral role in the setup of this service for Clark County. He will assist the Region Manager with hiring and screening, identify training requirements, work with the County to establish solid post instructions, and ensure a smooth transition to begin the service. Please see Robert's resume in this proposal.



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Region Training Manager, Washington & Oregon

Mr. Ryan Sutton served in the United States Army as a UAV Pilot with the 173rd Airborne Brigade. While serving, Ryan completed a 12-month tour in Afghanistan under Operation Enduring Freedom in 2009/2010. After Ryan completed his time in service, he began a new career in Corporate Security in 2011. He has worked in various settings and now serves as an instructor for the past six years. Ryan holds several certifications as an instructor to include CPR & First Aid, Defensive Tactics, Defensive Baton, Defensive Pepper Spray, Workplace Violence Prevention (AVADE), and many other topics. Ryan also holds a Certified Trainers License, Armed License, and Firearms License for the State of Washington while maintaining his Unarmed/Armed Professional License, Unarmed Instructor License, Firearms Instructor License, and Supervisory/Executive Manager License for the State of Oregon. Ryan's primary role at the start of this project will be to define training requirements and assist operations, training all officers assigned to this project. Please see Ryan's resume in this proposal.

Region Manager

Mr. Gabe Villanueva served in the US Marine Corps prior to his tenure with PPC. He has nearly fifteen years of combined professional experience in security operations. Gabe has proven his leadership abilities in several roles with PPC through new client projects, managing large events, and sustaining long term operations in a large region with multiple clients in Central and Southwest Washington, and Oregon. Gabe managed, trained, and supervised over 130 team members. He has managed accounts to include Medical Universities, Public Utilities, including dams and their infrastructure, as well as courthouses. Gabe served over four years as a school resource officer in various districts and developed the overall program into what it is today serving seven districts throughout the company. Gabe also volunteers on the Clark County Search & Rescue team. Gabe will provide direct oversight for the startup of this project and the long term daily operations. Please see Gabe's resume in this proposal.

Officer Qualifications, General Skills and Abilities

As stated in our cover letter, our mission is to place qualified, licensed, and trained security officers on client sites. We do this through a comprehensive process to recruit, hire, train and retain the best candidates in the industry. The corporate team communicates and demonstrates the key elements of our values to our field ambassadors with a Top → Down focus and a Bottom → Up responsibility! We address the training requirement closely in our Training Section as well as our Hiring & Retention portions later in this proposal.



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24-Hour Control Center. The heart of PPC is its 24-hour control center! The dispatchers provide administrative and operational support to our clients, managers, and team members. The control center connects the dots in our organizational structure. It delivers around the clock availability, capability, flexibility, and opportunity!

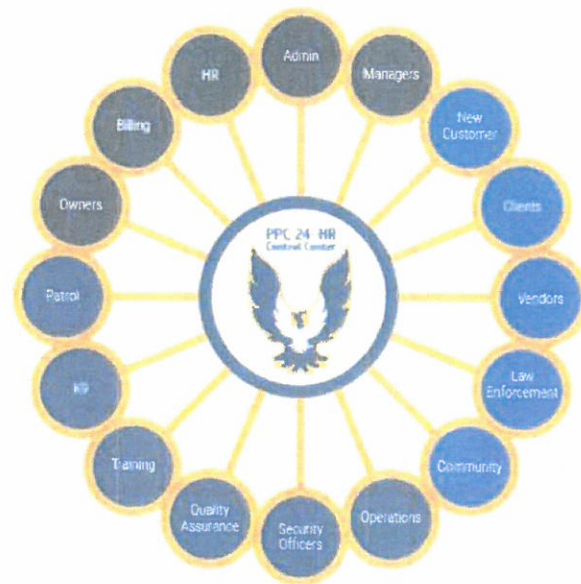
Our dispatchers are the ambassadors to our external and internal customers. They coordinate the activities of the managers and team members in the field while also representing the company to our clients and prospective new customers. As a single point of contact, they connect managers and clients, team members and supervisors, while providing a communication link to our various offices and representatives.

They receive client calls 24/7. The dispatchers can assist our clients connect with our supervisors and managers to resolve their concerns in a timely manner.

Our clients have access to our uniform security officers and patrol services whenever needed. Clients and their designated representatives, tenants and residents can report suspicious activity any time. Clients can adjust their current services to address urgent concerns with an immediate response, or request new services based on changing needs.

Notifications. A key element to a successful operation is the communication between PPC and its clients. The dispatchers ensure timely notifications to PPC managers and corporate executives when necessary. They also ensure clients receive additional reports are provided when requested and notifications are completed in accordance with established policies. Depending on the severity of an incident, this may include calls in the middle of the night.

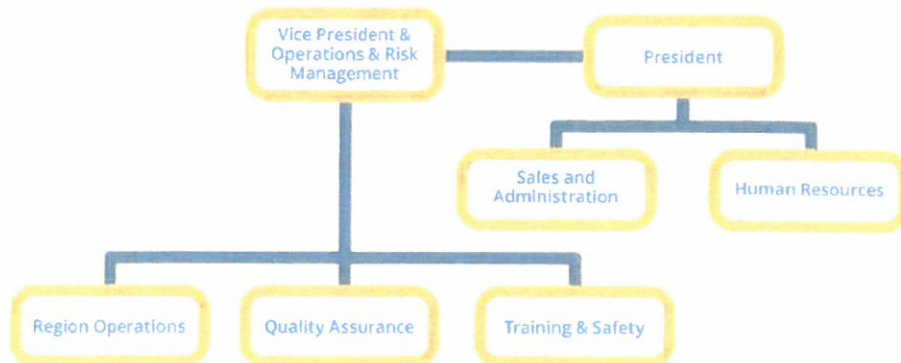
Organization Chart. Our collective experience and team effort applied in a "chain of command" defines the role of each key player throughout the company. This allows us to quickly to respond to client needs and the appropriate level and gain support where needed to complete the mission. The chain of command provides fluid and timely channel of communication from the officer in the field to its Regional leadership and up to the Corporate President if needed.



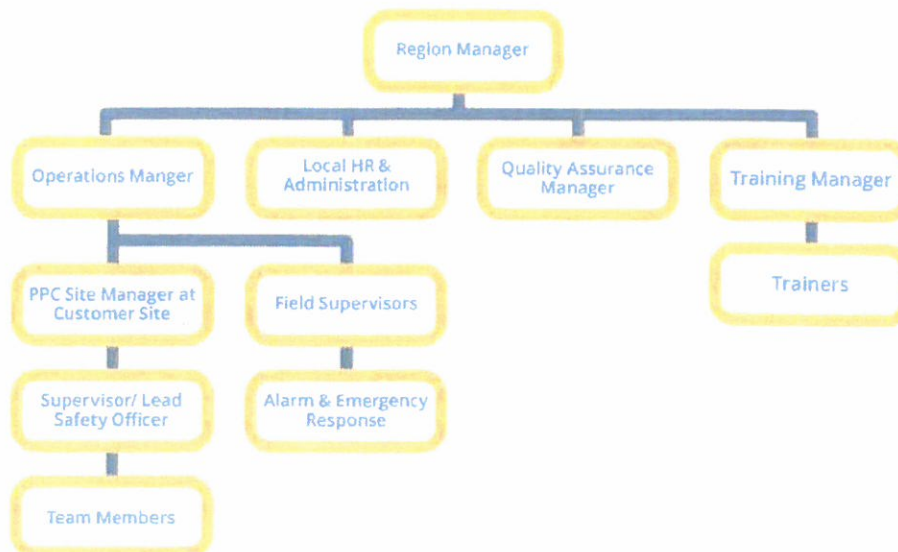


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CORPORATE STAFFING



REGIONAL STAFFING



Transition Plan.

PPC understands that the most important part of a project start-up is identifying the proper supervision team and maintaining clear communication with our client from the beginning through execution and follow through. Next, we recruit, hire, and train team members that are best fit for the positions and tasks required for this assignment.



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We will assess the current post orders and any other instructions with the County to become familiar with the intricate details of the expectations and tasks assigned to each position. We acknowledge the post orders are "living documents" and we will work with the County to ensure they are up-to-date and address all required topics. Any changes that are needed can be completed prior to engaging the new team of officers that will be performing these services on campus. Our goal is to ensure PPC is not only meeting but exceeding the County's expectations.

Below is an outline of our Transition Plan that is fluid and adaptable to meet our specific needs for this project and ensure a seamless changeover. This guideline will be used to *deliver the services* presented in the scope of work for this solicitation.

Phase One: Week 1 – This week forms the foundation going forward by establishing relationships, final expectations, and opening communication lines and learning the County's organizational processes.

- ✓ Meet with the County to clarify / establish final expectations & approve the plan
- ✓ Post job descriptions (*incumbents*/PPC internal/external candidates)
- ✓ Present Project Manager options
- ✓ PPC Key Personnel complete clearance approval for access to County
- ✓ Conduct Site Visits, complete site start-up and safety check lists.

Phase Two: Week 2 – This week is very team member oriented. We are focused on interviewing, recruiting, and hiring candidates from all sources with the *incumbents given the first right of refusal*. For incumbent candidates not meeting our current standards they will be given an outline of areas to improve upon within 90 days and assigned a mentor within PPC whose skills or background will best match that of the incumbent. Candidates who put forth effort and show continuous improvement will be retained. Those officers whose dedication, tenure and site knowledge outweigh deficiencies and have demonstrated improvement would also be retained. We cannot make exceptions for criminal history rendering candidates un-licensable. They would not be offered employment.

- ✓ Interview PPC team members for remaining available positions, if any.
- ✓ Process license & benefit applications
- ✓ Map incumbent officer benefit, level & wage conversion
- ✓ Determine Site leads if needed
- ✓ Order uniforms & equipment
- ✓ PPC Key Personnel begin shadowing incumbent personnel



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Phase Three: Week 3 – In this phase we are oriented toward training of all candidates including incumbents needing refresher training, internal candidates needing site specific training and new candidates coming up to speed with basic training. PPC has a team of trainers in all spectrums who will handle all training. At this point we are also mapping the schedules based on the results of interview, performance in training, and clearance approvals.

- ✓ Introduce PPC team members to IEPC for approval
- ✓ Create schedule
- ✓ Provide IEPC training to incoming officers wherever possible.
- ✓ Develop any new processes/policies for IEPC as needed.

Phase Four: During Week 4 we are finalizing any details with latecomers, site specific needs, last minute schedule changes and preparing for the transition. This includes any remaining training, post order development, equipment, and uniform distribution.

Once the service is in place, PPC management will continuously assess the success of the startup while maintaining constant communication with the County representative. Adjustments to procedures or personnel will be made as necessary to refine the services. Our goal is to ensure a sustainable, reliable service for the foreseeable future.

As stated in our cover letter, PPC has been providing security services for over eighteen years. We outline our experience in the next section for your review and consideration.

Why Phoenix? What Makes Us Different?

To highlight some of the points already made that truly allows Phoenix to rise above the rest:

- ✓ We recruit experience and demand excellence
- ✓ We have our own training program that promotes compliance and continuity
- ✓ Responsive management team
- ✓ 24-Hour access, dispatch, response
- ✓ Regional presence, hometown team
- ✓ Retain the best of the best through competitive wages and robust benefits
- ✓ Operating since 2002 and growing each year – *We are here to stay!*



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MANAGEMENT APPROACH

Project Management

PPC uses a team approach to project management. The contract has been signed, the team has been recruited, vetted, and trained. The foundation for the service is established during the execution of the transition plan. These tasks include establishing the initial schedule, post orders, defining the roles of the team, and keeping the team informed. These tasks are critical to the success of the daily operations and for the long term advancement of the project.

Our Region Manager and site supervisor work closely together to maintain communication with each other and the client. This communication process ties into our organization chart and the flow of communication up and down the chain of command. Together, the Region Manager, site supervisor and client address all matters related to the service as well as any personnel issues that may arise. The management team receives additional training regarding scheduling, performance reviews, quality assurance, client relations, and business development. They also receive training from our Human Resources Manager to ensure proper responses to sensitive personnel matters.

Reports & Meetings

In addition to daily logs and incident reports, PPC acknowledges there may be times in which a Supervisor or Manager must meet with the client to address changes and concerns. Our team is committed to keeping open and constant communications to ensure fluidity, accountability, and provide intuitive recommendations. PPC uses TrackTik software for daily summaries and incident reports which provides raw data to support monthly or quarterly statistical reporting in support of this project. This information is presented by the onsite supervisor to the County and its representatives. The County's appointee(s) will be provided access through the Client Portal Access to review and retrieve all data at will.

Quality Assurance

PPC Quality Assurance Managers (QAM) report directly to our risk manager. They are tasked with conducting random unannounced inspections on our officers. The inspections include verifying the officers are carrying only authorized equipment, that their uniforms and appearance are appropriate, they have a current security license, and they are knowledgeable of their duties, site procedures and key client personnel. All officers are inspected randomly at least weekly and often more frequently. Any deficiencies are immediately corrected.





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RESPONDENT'S CAPABILITIES

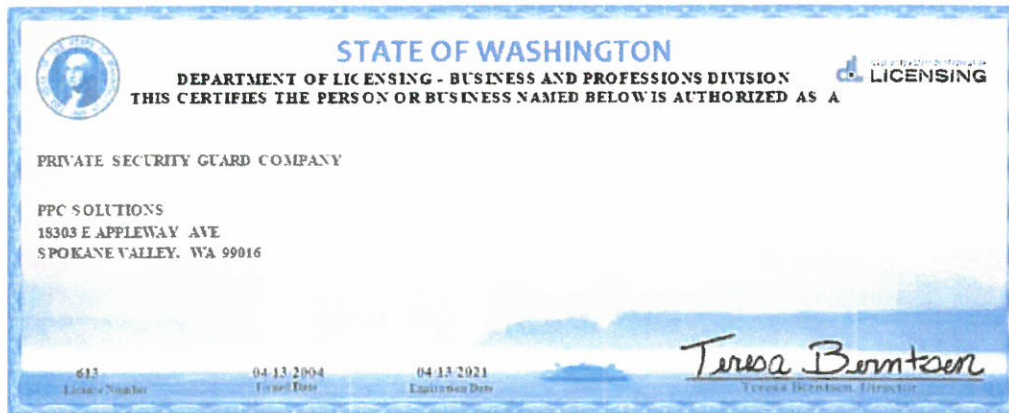
Licensed Work Force

PPC is a licensed business in the state of Washington UBI #602-349-877, and maintains a security guard company License #613. The certificates are provided below.

BUSINESS LICENSE	
 STATE OF WASHINGTON Profit Corporation	Issue Date: Mar 20, 2020 Unified Business ID #: 602349877 Business ID #: 001 Location: 0001 Expires: Dec 31, 2020
PPC SOLUTIONS, INC 18303 E APPLEWAY AVE SPOKANE VALLEY, WA 99016-9591	
UNEMPLOYMENT INSURANCE - ACTIVE	INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE	
CITY ENDORSEMENTS:	
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE	
SUNNYSIDE GENERAL BUSINESS - NON-RESIDENT - ACTIVE	
RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT #00199 - ACTIVE	
BELLINGHAM GENERAL BUSINESS #067009 - ACTIVE	
KENNEWICK GENERAL BUSINESS - NON-RESIDENT #104355 - ACTIVE	
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12056456BUS - ACTIVE	
TOPPENISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE	
WENATCHEE GENERAL BUSINESS - NON-RESIDENT #130089 - ACTIVE	
OTHELLO GENERAL BUSINESS - NON-RESIDENT #8087 - ACTIVE	
LICENSING RESTRICTIONS:	
Not licensed to hire minors without a Minor Work Permit.	
REGISTERED TRADE NAMES	
PPC SOLUTIONS, INC	
<small>This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on this application was complete, true, and accurate to the best of his or her knowledge and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.</small>	
 Director, Department of Revenue	



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PPC has over 600 team members company wide and maintains a team of officers that are qualified, licensed, trained and motivated to perform the services requested under this RFP. We ensure there are enough officers to perform daily tasks along with a reserve force that is prepared to provide support when called upon to fill vacancies due to vacation, illness, or when needed for additional taskings.

Recruiting & Hiring

In preparation for implementing our staffing plan, we would open recruitment for the positions to the incumbent employees. The incumbents as well as other applicants for the positions would then go through the PPC hiring process by applying online and interviewing with our management team in person.

For outside applicants, our process begins with a focus on attracting the most qualified candidates. PPC posts at employment offices, with veteran's representatives, military bases, colleges and universities and our own web site, www.phoenixprotectivecorp.com.

The candidate management system we utilize enables us to access and maintain all candidate information and communications in one place. We follow the candidate through every step of the hiring process, maintaining a log of activity, from resume review to the actual hiring.

Our efficient filtering process eliminates the need for manual tasks, time-consuming phone screens, and multiple candidate interviews.



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Key benefits are that it enables us to:

- Automatically identify candidates that meet our minimum requirements
- Review all candidate information and search applications from one location
- Forward resumes to team members, send "No Thanks" letters, and email qualified candidates.
- Track applications to monitor for EEO compliance.
- Ensure no candidates fall through the cracks.
- Create a custom profile for site positions, thereby attracting the most interested and capable officers- for BOTH internal and external postings

Screening

Background screening is a critical strategic step toward putting the highest quality team in place. Easy to operate and 50% faster than the industry average, our comprehensive screening services are customized for our needs. Economical and work-efficient, our screening saves us thousands of dollars in lost productivity, workplace disruption, and customer dissatisfaction that can result from making an uninformed hire.

We evaluate:

- Background check
- Age 21+ for this work
- Social Security trace
- Enhanced criminal database search
- Reference verification
- Education verification
- Confirmation of criminal records
- Motor vehicle reports
- Drug and alcohol testing
- Interviews with managers/ peers
- Employment verification/E-Verify
- Reference checks
- Drug screening

Following the initial interview and successful screening process candidates are hired and licensed according to state requirements.

Retention

Based on position and region, PPC's retention rates vary. Once a team member has gained experience with PPC and finds stability in a long-term client, our retention increases on a year to year basis. Retention is also influenced by low unemployment rates and the team member's personal endeavors, typically to pursue a career in law enforcement.



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We strive to maintain long term team members and as such offer competitive wages, full time hours, excellent training, a world of experience, and professional level benefits. As part of the transition plan, we map each officer's benefits with them to our benefits.

Benefits: PPC prides itself on providing accessible and affordable benefits to our team members.

- Medical and Vision eligibility at 90 days through which has excellent coverage throughout the state and for which PPC pays 75% of the premiums
- Dental through Delta Dental, PPC pays 50% of the premiums
- Company Life Insurance policy with a \$10,000 benefit. No cost to the member for the initial policy but they may increase the benefit at their own discretion.
- 401k plan in which PPC matches 50% of the member's contribution up to the first 5% .
- Reimbursement for job-related Continuing Education programs.

Recognition Programs:

- PPC pays for all security license renewals annually.
- Custom Badges.
- Team Member of the Month in each region, published in our semi-monthly newsletter.
- Many other methods in which the team members are recognized and rewarded.

Training. We build on experience, to promote continuity, foster responsibility, and maintain accountability.

PPC has established its own unique in-house training program which incorporates a variety of platforms and methods. *Phoenix Protective Certifications* provide the security officer with national and state recognized courses and certifications with additional training opportunities. Our program is adaptable to incorporate meet client-specific needs.

Customer Service is the cornerstone of the security industry! PPC prides itself with having the Best in the Business customer service. Customer Service is at the core of each action an officer takes, for the benefit of our client, their vendors, and guests. This allows us to provide a caring approach to real security needs. You will see that our program equips our team members with additional skill sets and tools effective for their role. The goal is to preemptively influence, gain compliance, de-escalate potentially adverse encounters in the most peaceful means possible, and mitigate the use of force without compromising their safety or that of our client.

Classroom and On-The-Job settings provide a personal interaction between our instructors and trainers. These methods are designed to use various methods of delivery to ensure the greatest opportunity for comprehension, knowledge retention and invaluable immediate feedback.



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Typically, this involves written material, video, computer-based, interactive role-playing scenarios and follow up testing to ensure training effectiveness.

Training is orchestrated on a continual schedule to provide maximum opportunity for attendance without interfering with site needs and to meet contract requirements. Various media are used to provide the team members with increased access to accommodate their schedule. Most of our courses are available on our computer-based learning and certification platform. This has been an invaluable resource to support ease of access and ensure we can maintain continuity of operations.

Our training program is customizable to incorporate client requirements. Our instructors quickly become subject matter experts and, if needed, obtain certifications to provide on-going training and a refresher course to sustain the requirements for long-term contracts.

All training materials are retained in our online system. Clients may be granted access as needed for verification. Additionally, each officer is provided a certification card they carry with their security license while on duty. The certification card is an inspectable item when the officer is visited in the field by a PPC Manager.

All team members are asked to complete our basic training program within their first 90 days.

New Hire Processing: All team members must complete this session prior to assignment in the field. During our New Hire Processing, they receive orientation to a wide range of topics which are presented and discussed in a classroom setting. Our extensive Policy & Procedure Manual is issued to each officer and are required to maintain it with them while on duty. During the orientation, an emphasis is placed on PPC's mission, goals, customer service, diversity, and cultural awareness. Key topics covered include the security officer's detainment authority, use of force and essential skills necessary for success in the security industry. This training is the foundation for their career development, first step in the officer becoming an integral part of the PPC team, and a key element to client satisfaction!



SOCS: The foundation of our training is Security Oriented Customer Service (SOCS). SOCS is a trademarked curriculum developed by Personal Safety Training Incorporated (PSTI). The purpose of SOCS is to empower team members by establishing proficiencies, increasing their ability to anticipate and effectively respond to customer needs. Our certified instructors present this course in a classroom setting.



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Report Writing: Report writing is an essential skill and a process. Report writing begins with solid observation techniques, taking good field notes, and conducting field interviews. This course covers the basics of writing a detailed, accurate, and objective narrative. Our certified instructors present this course in an interactive classroom setting.



First Aid/CPR/AED: PPC has instructors on staff who attain and maintain certification in accordance with American Safety and Health Institute (ASHI) standards. The course is presented using classroom training, written and visual aids, and practical exercises to certify team members. Initial certification is for a two-year period; team members re-certify prior to the expiration of their First Aid/CPR/AED card to ensure continuity of coverage. Additionally, if there are any changes to the curriculum between certification dates, our certified instructors ensure these updates are passed along through additional training and documented in the team member's records.



AVADE® Training is nationally recognized, court defensible, and meets regulatory compliance for workplace violence. This course focuses on reducing the threat of workplace violence in private, corporate, and government settings with an *emphasis on de-escalation*. The goal is to equip team members with the skills to successfully resolve disputes and other potentially hostile situations at an acceptable level. Updated training is delivered as required and recertification is required annually. PPC has certified instructors in AVADE® on staff who deliver this 8-hour course in an interactive classroom setting.

Courthouse Security & Screening:

- Daily Security Procedures
- Security Screening
- Protecting Information
- Court Security Officer Demeanor
- Types of Screening Equipment
- Fluoroscopes (X-ray Machines)
- Walk-thru Metal Detectors
- Exterior Security Systems
- Discovered Weapons
- Firearms
- Knives and other dangerous weapons
- Duress Alarm Operation
- Mail Screening
- Daily Inspection
- Key Registration
- Badging System
- Procedures to Protect the Public and Court Staff
- Juror, Witness & Party Safety
- Prisoner Transportation and Security
- Weapons of Opportunity in the Courtroom
- High-Threat & High Profile Trials
- Evacuations
- Bomb Threats



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Training Available with our Certified Instructors: OCAT®, PATH®, TASER®, WA CJTC Firearms

PHOENIX PROTECTIVE CERTIFICATIONS & TRAINING PROGRAM			
Type	Topics	Frequency	Method
New Hire Processing	<ul style="list-style-type: none"> • Policies & Procedures Manual • Customer Service • Sexual Harassment • Diversity & Cultural Awareness • Dealing With People • Security fundamentals • Security Officer Authority • Use of Force 	Upon Hire	Classroom Policy Letters P&P Manual
Pre-Assignment Training	<ul style="list-style-type: none"> • Security Oriented Customer Svc • Report Writing • CPR / First Aid /AED • Defensive Tactics / De-escalation • OC/Baton/Handcuffing available • TASER available 	Initial Annual	Classroom Online
Site Specific Training	<ul style="list-style-type: none"> • 40 hours • Client policies & requirements • Courthouse Security/Screening • Site Familiarization • Radio & Communications • Emergency response • Electronic Security Systems • Access Control / CCTV 	OJT. Prior to working alone in new position. Time depends on experience, position	One on One FTO Senior Officer
On-going	<ul style="list-style-type: none"> • P&P Manual Topics • Post Orders • Client / Site Policies 	Weekly to Monthly	Quizzes Scenario-based drills Supervisor & QA
Monthly (available topics)	<ul style="list-style-type: none"> • Blood borne pathogens • Hazardous Materials • Dealing with Mentally Disturbed • Courthouse Screening • Active Shooter • Anti-Terrorism • Cyber Security • DHS / FEMA Training Courses 	4 hours average per month (48 hours per year)	Classroom Web based
Firearms (available)	<ul style="list-style-type: none"> • Use of Force & Deadly Force • Firearm Safety • Weapons Maintenance • Qualification/Shooting Course 	Annual OJT On-going	Classroom P&P Manual Firing Range



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Scheduling

Our managers use a block schedule technique to ensure each site is manned consistently with officers who are knowledgeable and familiar with the site. Each assigned officer is provided an orientation and training by company supervision and in compliance with County standards to ensure continuity of operations. The managers are supported by an administrative staff to ensure prompt processing of all related administrative functions for the region. This includes entering the schedule into our web-based management program to ensure efficiency and accountability.

Below is a sample schedule to demonstrate PPC's understanding of the work required for this project, with the capability to sustain this service. Based on the shifts cited there are an estimated 887.5 hours per week, not including After Hours and Night Court schedules. For brevity, only the Courthouse posts are demonstrated here.

OFFICER'S	Sun 1st	Mon 2nd	Tue 3rd	Wed 4th	Thu 5th	Fri 6th	Sat 7th
Clark County Courthouse							
Supervisor		CC Sup 0800/1700	CC Sup 0800/1700	CC Sup 0800/1700	CC Sup 0800/1700	CC Sup 0800/1700	
Courthouse East 1		CH East 0700/1600	CH East 0700/1600	CH East 0700/1600	CH East 0700/1600	CH East 0700/1600	
Courthouse East 2		CH East 0730/1630	CH East 0730/1630	CH East 0730/1630	CH East 0730/1630	CH East 0730/1630	
Courthouse East 3		CH East 0800/1700	CH East 0800/1700	CH East 0800/1700	CH East 0800/1700	CH East 0800/1700	
Courthouse East 4		CH East 0830/1730	CH East 0830/1730	CH East 0830/1730	CH East 0830/1730	CH East 0830/1730	
Courthouse West 1		CH West 0630/1530	CH West 0800/1700	CH West 0800/1700	CH West 0800/1700	CH West 0800/1700	
Courthouse West 2		CH West 0830/1730	CH West 0830/1730	CH West 0830/1730	CH West 0830/1730	CH West 0830/1730	
Courthouse EAST Rover		CH E Rover 0730/1530	CH Rover 0730/1530	CH Rover 0730/1530	CH Rover 0730/1530	CH Rover 0730/1530	
Courthouse WEST Rover		CH W Rover 0800/1600	CH Rover 0800/1600	CH Rover 0800/1600	CH Rover 0800/1600	CH Rover 0800/1600	
Courthouse Campus Rover		CH Rover 0830/1630	CH Rover 0830/1630	CH Rover 0830/1630	CH Rover 0830/1630	CH Rover 0830/1630	
Courthouse Main Control		CH Control 0630/1430	CH Control 0630/1430	CH Control 0630/1430	CH Control 0630/1430	CH Control 0630/1430	
Courthouse Relief		CH Relief 0830/1730	CH Relief 0830/1730	CH Relief 0830/1730	CH Relief 0830/1730	CH Relief 0830/1730	

Post Orders

Initially, post orders are developed during the transition. It is a critical part of any operation to ensure proper procedures are always followed, and timely notifications of all personnel in the chain of command. As the service progresses, site personnel will remain attentive to client requirements, changes in procedures, and potential changes in the security environment. PPC is committed to ensure the post order remains current to ensure continuity and accountability.



PPC SOLUTIONS INC.

Uniforms and Appearance

PPC uses a variety of uniform styles to distinguish and define the various roles our team members perform for our clients. The uniforms include company patches to easily identify our officers in the field as security professionals. PPC welcomes the County's suggestions to improve upon the uniform combination for a best fit in the environment.

Our officers are expected to maintain multiple uniforms in good repair. PPC maintains a strict personal appearance policy that all team members agree to uphold. This policy is established in the Policies and Procedures Manual issued to each member and expected to be retained at the work site for quick reference. PPC team members are always expected to maintain clean and serviceable uniforms to present a professional appearance.

Additionally, grooming and hygiene standards are addressed in our Policies and Procedures Manual. Topics include but not limited to hair length, color, cleanliness, facial hair, piercings, and tattoos.



Additional Uniform Items

- Name tag
- Alternate shirt colors
- Black Hat (Baseball Style)
- Windbreakers
- Rain/Cold Weather Gear
- Level III Ballistic Vest





PPC SOLUTIONS INC.

Available Equipment

Although not required for this work, when officers are permitted to wear/carry personal defense items, they receive training and are certified on each item. As demonstrated in our training description, our officers receive initial and annual training and certification prior to being authorized by PPC or the client. Below is a list of available defensive tools and other equipment we offer for the performance of assigned tasks and officer safety. Officers will also be required to wear *pandemic related personal protective equipment (PPE)*.

- | | | |
|--------------------|---------------------------|------------------------|
| ✓ Expandable baton | ✓ Site Phones (Dedicated) | ✓ Laptops |
| ✓ OC Spray | ✓ Radios | ✓ Surveillance Systems |
| ✓ Handcuffs | ✓ Magnetometers | ✓ Vehicles – AWD/4WD |
| ✓ Taser | ✓ X-ray machines | ✓ Bicycles (Patrols) |
| ✓ Firearms | ✓ Mobile Command Center | ✓ Golf Carts (Patrols) |

Daily Summaries and Incident Reporting

Company-wide, our officers use a web-based technology with real-time reporting in the field that allows them to report their observations and task progress electronically. This tracking and reporting technology can be a useful tool while patrolling client sites to provide real-time reporting, daily activity summaries and incident reports. It can also be adapted for the officers assigned to standing locations.

TrackTik is an innovative web-based technology that provides a platform for real-time GPS tracking and Near-Field Communication (NFC) checkpoints. PPC uses this technology for routine patrol, alarm response as well as standing uniform security officer sites. Officers enter their observations using text comments, photographs, video and or audio recordings when deemed necessary. Patrol Tours are used to track and report routine observations as the officer conducts regular checks of each property or building. Validation questions or comments can be added to each checkpoint to direct the officers focus to trouble spots, gauge readings or to perform specific tasks. With the GPS tracking, we can assure officer safety & accountability. A duress button is located on the device alerts dispatchers of the need for assistance.

Clients are notified of activity on their properties through routine daily logs and incident reports. The system provides flexibility to design customized reports to the customer's preferences. Summaries and Reports can be scheduled for automated processing daily directly to the client email. Emergency contacts are built into the system, so they are at the officer's immediate access when needed while performing their duties.



PPC SOLUTIONS INC.

PROJECT APPROACH AND UNDERSTANDING

Project Understanding

PPC is prepared to provide qualified, licensed, and trained unarmed uniformed private security personnel for the Clark County Courthouse, Juvenile Justice Center, Family Law Annex, Public Service Center and Center for Community Health. The assigned officers will provide access control, security screening, customer service, system monitoring, and roving patrols to deter vagrant and criminal activity among the County facilities while enforcing parking matters and other campus rules as directed. The team will typically be assigned Monday through Friday, excluding designated holidays with varied hours during the day with some evening hours for meetings and night court as directed. The officers will be trained and licensed in accordance with state directives to provide services at the County's request to include customer service, safety, CPR/1st Aid, monitor the Valerus system, and varying aspects of the County's enforceable rules. The schedule, team, training, and service is be managed by a PPC onsite supervisor who liaisons with the County for all contract matters to adjust the service as needed. The onsite supervisor is responsible to the PPC Region Manager regarding all matters and supported by our administrative staff and 24-hour Control Center.

As you will note from our experiences below, we have a proven track record in providing similar services in size and scope for over fifteen years. Our experience includes dispatching, radio communications, video control room operations, familiarization with x-ray and magnetometers, as well as handheld screening tools.

EXPERIENCE

PPC has over 600 team members and a management team with extensive experience in the security field. Our current customers include the public and private and non-profits sectors in industries ranging from federal, state, and local governments, critical infrastructure, manufacturing, light industrial, small businesses, and retail. Headquartered in Spokane, WA with branch offices in Yakima, Vancouver, and Auburn, Washington and field offices in Wenatchee, WA, Missoula, MT and Anchorage, AK, PPC has the capacity to serve the Northwest with involved management and onsite decision makers. A key to our success is that we believe that the difference among security companies rests not so much in the look of our uniforms, but in the company's relationship with its team members and customers. We partner with our clients, team members, and the law enforcement community.



PPC SOLUTIONS INC.

As demonstrated on the following pages, for over eighteen years, PPC has provided security services at various levels for a wide range of clients. Below is a sampling of the clients we have served which demonstrates our capabilities, reliability, and the ability to adapt to our client's needs.

City of Yakima Legal Center/Courthouse, Yakima, WA 129 N. 2nd St., Yakima, WA 98901

Contact: Susan Knotts, Purchasing Manager, (509) 575-6095, Susan.knotts@yakimawa.gov

Services Performed: PPC provides two armed officers Monday through Friday day shift. The officers arrive on site and conduct a full security sweep of the courthouse. They are then primarily stationed at the entrance where they use a standing and handheld magnetometer to screen courthouse patrons for weapons and other contraband. These duties include dealing with unruly subjects, unauthorized weapons, drugs and paraphernalia, gang related conflicts, threats to the courthouse staff as well as interacting with judges, attorneys, and law enforcement. All activity is logged and tracked via computer-based systems. PPC has provided the same primary officers to this customer for five years representing low turnover and consistency in service.

This contract is providing service to a public government entity with similar tasks as those in this RFP. It demonstrates our longevity, ability to provide professional officers, and consistency of administration. **Term:** 2005 through Present

County of Spokane Washington 1101 W College Avenue Suite 241B, Spokane WA 99201

Contact: Ray Bush, Phone: (509) 477-6105, Email: RBUSH@spokanecounty.org

Services Performed: Since 2018, PPC has provided over twenty officers scheduled for over 700 hours per week providing unarmed security at County facilities to include the County Courthouse, Public Safety Building, Juvenile Justice Building, and Sheriffs Precinct Building. Officers are tasked to perform Access Control, Entry Screening and Roving Patrols. They are familiar with various related equipment such as the magnetometer, x-ray machine, and handheld metal scanner. The officers are trained to handle various types of contraband and weapons, submit reports, and notify PPC and County leadership. Additionally, duties include conducting physical security checks, deter vagrant activities and interact with law enforcement when necessary. This contract provides service to a public government entity with similar tasks as those in this RFP. The primary campus itself is over 300,000 square feet. It demonstrates our ability to provide professional officers, and consistency of administration. **Term:** October 2018 through Present.



PPC SOLUTIONS INC.

Jefferson County Courthouse, 1820 Jefferson St, Port Townsend, WA 98368

Contact: Mark McCauley, Phone: (360) 385-9130, E: mmccauley@co.jefferson.wa.us

Services Performed: PPC provides three unarmed officers Monday through Friday day shift. The officers arrive on site and conduct a full security sweep of the courthouse. They are then primarily stationed at the entrance where they use a standing and handheld magnetometer as well as x-ray machine to screen courthouse patrons for weapons. These duties include dealing with unruly subjects, unauthorized weapons, threats to the courthouse staff as well as interacting with judges, attorneys, and law enforcement. **Term:** 2017 through Present.

Seattle City Light

Contact: Brendan Armstrong, (206) 684-0510, E: Brendan.armstrong@seattle.gov

Services Performed: PPC has over 9 years of corporate operational experience providing physical and property security via an electronic based access control, video surveillance, and electronic security management system. AMAG Technology Symmetry Global Alarm Monitoring Systems integrated with Entrance Control Incorporated (ECI) installed Proximity card readers with or without an additional pin pad for additional secured access and Proximity cards. A Closed Circuit Television (CCTV) closed system with Point Tilt and Zoom (PTZ) cameras that are assigned fixed vision and user control vision installed by ECI and uses the CCTV VERINT technologies provides the Officers at the SMC and Access Control Posts at multiple client sites the ability to visually secure the clients property and provide recorded data for investigations. With the use of the afore mentioned Security equipment our Officers have been able to maintain a high level of virtual intelligence gathering and are able to deliver accurate information to Security, Law Enforcement, and/or First Aid/Fire responders as needed.

Security monitoring center (SMC) Dispatch Officers receive extensive initial training and ongoing training for the following security equipment and software to provide accurate reliable information to the field using AMAG monitoring and Omnigo software. **Term:** 2005 through Present.



PPC SOLUTIONS INC.

PROPOSED COST

Budget Summary

The table below characterizes the proposed bill rate for the supervisor and officer positions as outlined for this project. We have incorporated all costs into an hourly rate.

All costs have been incorporated into our rates which cover the following contractor expenses:

- Hourly wages for all assigned officers and site supervisor
- Management oversight
- Federal and State taxes and insurance
- Assigned officer benefits:
 - Vacation, Paid Time Off, 401(k), Dental, Life Insurance, Health Insurance
- On-Boarding and training hours for current and future officers
- Supervisor & Rover Cell phones with TrackTik
- Uniforms & Equipment

Hours are based on the total scheduled hours provided in the solicitation, *less holiday hours*.

The average wage for an officer will be \$15.50 per hour.

The average wage for the supervisor will be \$18.00 per hour.

* Due to the number of officers required at the Courthouse, we will designate a lead screener to assist the supervisor. On average, this position will be paid .50 cents to \$1 more than the average screeners/rovers.

Service	Rate	Unit	Quantity	Period	Period Cost
Site Supervisor	\$28.50	Hour	2,000	Year	\$57,000.00
Security Screener/Rover	\$24.75	Hour	42,435	Year	\$1,050,266.25
Total			44,435	Year	\$1,107,266.25

The *estimated monthly cost* is provided as an average of the total cost, \$92,272.18.

The monthly cost will fluctuate with the seasonal holidays, Night Court hours, Afterhours Building Entrance for the Public Service Center, and other variations at the request of the County.

Thank you for your consideration of our proposal!

We look forward to the opportunity to working with Clark County on this project.

Our team is prepared to serve you!

ROBERT MINNICK



SKILLS

- Licensed in the State of Washington as an Unarmed and Armed Security Officer.
- CPR/First Aid/AED, MOAB (Management of Aggressive Behavior)
- OC foam, ASP Baton, Handcuffs, Taser, and Firearms.

EMPLOYMENT SUMMARY

REGION MANAGER

Current

PHOENIX PROTECTIVE CORP.

- Oversee the day to day operations of the Western Washington Region, including supervisory oversight and scheduling for nearly 300 static and patrol officers, operating 24 hours a day.
- Responsible for ensuring that immediate client needs are accommodated, and provide sufficient coverage to meet or exceed client expectations.
- Create all billable rates for new clients and added locations from current clients to best address their needs while ensuring the company's standards are maintained.
- Responsible for addressing new clients' needs and expectations, matching them with the ideal officers to find specific needs, and continuing open communication that all needs are being met.
- Resolve conflicts and situations as they arise, including client and team member concerns.
- Oversee productivity of the region's project managers and disseminate all contract specific information to them as needed.
- Responsible for fostering the development of all team members' growth, in addition to providing corrective actions when necessary.
- Coordinate with all Project Managers in the region, to ensure that they are being provided, quality candidates for their specific contracts.
- Mitigate risk by coaching all team members in the region, by providing feedback and performance evaluations.

EMPLOYMENT SUMMARY PART 2

QUALITY ASSURANCE MANAGER

June 2014-October 2015

PHOENIX PROTECTIVE CORP.

- Supervise officers to ensure policies and procedures are being adhered to.
- Conduct Quality Assurance checks on each officer in the field, including our contracts with City, State, and Federal clients, to ensure that all required licensing, certifications are current and valid, and that all required documentation is with them.
- Remain in constant contact with all Project Managers, to ensure that all licensing and training deficiencies are resolved in a timely manner.

UNIFORM FIELD SUPERVISOR

March 2014 – June 2014

PHOENIX PROTECTIVE CORP.

- Maintain positive communication with clients to ensure security needs are being met.
- Conduct site orientations and scenario based training for new officers.
- Ensure that all posts are properly staffed.
- Conduct armed patrols and respond to commercial and residential alarm calls when necessary.

UNIFORM OFFICER

December 2013 – March 2014

PHOENIX PROTECTIVE CORP.

- Ensure the safety and security of whichever site I was posted.
- Review Site Specific Post Orders and prepare Daily Activity Reports.
- Communicate with client to ensure their security based needs are being met.

ASSETS PROTECTION SPECIALIST

September 2011-December 2013

TARGET CORPORATION

- Responsible for recovery of merchandise, through internal investigations and safe, high quality external apprehensions.
- Responsible for the coaching and development for all assets protection team members.
- Utilizing external resources to resolve theft and fraud issues
- Responsible for the training of all new assets protection team members.

SENIOR TARGET PROTECTION SPECIALIST

February 2007-September 2011

TARGET CORPORATION

- Compose daily reports including theft and fraud, security, and informational incidents.
- Responsible for upholding and maintaining the Target brand by creating a positive and productive environment.

RYAN SUTTON

OBJECTIVE

To deliver and coordinate training and staff development programs for all personnel under the Client's account ensuring compliance is met with legally mandated, contractual and company mandated training requirements and to let the company utilize 8 plus years' experience of detailed oriented workmanship.



EDUCATION

COCHISE COLLEGE

October 30, 2009

- 34 Semester Units achieved in Unmanned Aerial Systems Operations Course; Unmanned Aircraft Systems Operator (shadow RQ-7B) Course.
- Certificate of Completion: 432 Hours of Instruction at Unmanned Aircraft Systems Ground School & Military Intelligence.
- Honors Certificate for completing the Instructional Operator Course

PROFILE

ACHIEVEMENTS

- First to be trained as a Security Officer, Field Training Officer, Field Training Instructor, Field Supervisor, Dispatcher & Training Manager.
- 7 plus years of supervisory and management experience.
- Developed and updated several policies for use by the entire security division and the 173rd's UAV Platoon.
- Created and implemented an effective and efficient system that manages an account's entire vehicle fleet.
- Helped develop and enhance a training program that has been used to train security officers, fare enforcement officers, field training officers, dispatchers, loss prevention officers and supervisors.

CERTIFICATIONS

- Certified Instructor in Defensive Tactics System
- Certified Instructor in Defensive Baton
- Certified Instructor in Defensive Pepper Spray
- Certified Instructor in Defensive Handcuffing
- Certified TASER® Instructor
- WSJCTC Private Security/Private Investigator/Bail Bond Recovery Agent Firearms Instructor: Handguns, Shotguns and Patrol Rifle
- Oregon DPSST Armed/Unarmed Professional, Firearms Instructor & Supervisory Manager
- Alaska Armed/Unarmed Professional & Firearms Instructor
- Certified Instructor in AVADE (Workplace Violence)
- Certified Medic First Aid Instructor in CPR/ First Aid/ AED
- Washington State Armed Private Security Guard License
- Washington State Private Security Certified Trainer License
- Washington State Concealed Pistol License

EMPLOYMENT SUMMARY

CORPORATE TRAINING MANAGER

10/2016–Current

PHOENIX PROTECTIVE CORP.

- Responsible for the development and management of a Master Training Plan for all levels of the account.
- Supported line management in achieving training and development objectives; together with management, prepared goals and objectives for training.
- Acted to ensure compliance with legally mandated and company mandated training requirements; acted to ensure compliance with and documents the training requirements of service contracts.
- Conducted needs analysis studies; identified operational discrepancies and conferred with managers and supervisors to determine training needs and approaches. Responsible for direct reports as well.
- Formulated training policies, programs and schedules, based on knowledge of identified training needs and company services; coordinated training activities so as not to conflict with client service schedules.
- Selected appropriate instructional procedures or methods, such as individual training, group instruction, self-study, lectures, demonstrations, simulation exercises, role playing, and computer based training.
- Organized and developed training manuals, reference library, testing and evaluation procedures, multimedia visual aids, and other educational materials.
- Responsible for conducting the following training for in-house employees as well as outside participants: Defensive Tactics, Handcuffing, Baton, Pepper Spray, Workplace Violence, Active Shooter, Handgun qualifications, Shotgun Qualifications, Patrol Rifle qualifications, CPR/First Aid, private security licenses, private investigator licenses and fingerprinting.
- Took over as the liaison for badging operations, lock and key services, lobby services, threat and risk management, delivery coordination, planning and coordination special events and working with local law enforcement.

TRAINING MANAGER

02/2011–10/2016

SECURITAS: SOUND TRANSIT SECURITY

- Responsible for the development and management of a Master Training Plan for all levels of the account.
- Supported line management in achieving training and development objectives; together with management, prepared goals and objectives for training.
- Acted to ensure compliance with legally mandated and company mandated training requirements; acted to ensure compliance with and documents the training requirements of service contracts.
- Conducted needs analysis studies; identified operational discrepancies and conferred with managers and supervisors to determine training needs and approaches.
- Formulated training policies, programs and schedules, based on knowledge of identified training needs and company services; coordinated training activities so as not to conflict with client service schedules.
- Selected appropriate instructional procedures or methods, such as individual training, group instruction, self-study, lectures, demonstrations, simulation exercises, role playing, and computer based training.
- Organized and developed training manuals, reference library, testing and evaluation procedures, multimedia visual aids, and other educational materials.

EMPLOYMENT SUMMARY PAGE 2

- Trained assigned instructors and supervisory personnel in effective techniques for training and ensured all instructor certifications are current and scheduled instructors for certification/recertification trainings. Conducted annual instructor performance evaluations on all instructors/FTOs. Assisted the Lead Trainer in skills development planning.
- Responsible for the projected training calendar and instructor schedules, records and prepares statistical reports to evaluate performance of training activities and instructors, and to monitor progress of trainees.
- Training curriculum developed by conducting needs assessments, gap analysis, and collaboration with different business groups, reviewing industry best practices, surveys, client interviews, or other data collection tools.
- Approved completed packets to ensure compliance with corporate policy, client requirements, and master services contract, statement of work, and conformed to state and federal law with copy to ST Chief Security Officer.

ELECTRICIAN

11/2012–05/2013

BOEING

- Installed electrical systems, equipment and assemblies in the Join & Installation, System & Installation, Wing Stub Join, Wing Body Join, Final Assembly and various other sub assembly shops.
- Handled and disposed of hazardous materials in approved methods.
- Installed fasteners in correct sequence per drawings, using correct tools.
- Checked work after completion of each operation in job.
- Read and interpreted production illustrations (PI), wiring diagrams and schematics. Capable of visualizing a three-dimensional shape from a two-dimensional view and understanding symbols, flag notes and general notes.
- Worked with others as part of a team which included giving and receiving feedback, assisting others in completion of tasks and always volunteering for ergonomic projects.

UNMANNED AERIAL VEHICLE PILOT INSTRUCTOR

01/2009–11/2011

UNITED STATES ARMY

- Selected by my supervisors and other leaders to attend an Instructors Course in Ft. Huachuca, Arizona where I learned different teaching techniques and presentation styles, as well as Problem Based Learning (PBL) over an eight week course. Promoted twice during deployment from E2-E3 & E3-E4.
- Responsible for training new pilots in Afghanistan and Germany by teaching how to fly in local area orientations, testing knowledge annually, bi-annually and quarterly while providing feedback on progress.
- Directed to manage and balance flight schedules/mission briefs for a 30 man flight crew. Schedules and briefs were presented every 12 hours.
- Presented classes that pertained training information using Microsoft Office, updated post orders, created schedules and Standard Operating Procedures.
- Responsible for taking an inventory of four complete aircraft systems. Up to 4000 parts and components were inventoried, recorded, filed and backed up to ensure 100% accuracy. Missing parts decreased by 95%.
- Maintained personnel files for inspections, expired certifications, previously recorded deficiencies and all counseling and correction documents.

GABE VILLANUEVA

EDUCATION

TOPPENISH HIGH SCHOOL

High School Diploma, 1990



KEY SKILLS

- Proven Leader and Manager
- Proficient with MS Office
- Performance tracking
- Great communication skills
- Excellent dispute resolution skills
- Excellent team building skills
- Excellent problem-solving skills
- Outstanding customer service skills
- Focused on success
- Strong workload management skills
- Highly experienced report writer
- Respect, Integrity, Dedication
- High degree of PC Proficiency
- Employee performance evaluations
- CPR First Aid Certified

EMPLOYMENT SUMMARY

REGION MANAGER

2009–Present

PHOENIX PROTECTIVE CORP.

I have managed, trained and supervised upwards of 130+ team members working throughout the Central Washington. Some duties included screening, hiring, scheduling, training, supervision, and support. I have supervised large scale accounts which include Medical Universities, Public Utility sites to include Dams, and their infrastructure, community policing, standard security patrol routes, as well as other static security sites. I have managed large scale concert events, rodeos, county fairs; including logistical coordination. I have trained in all facets of Yakima region client needs and services. Additionally, I have 4+ years' experience as a school resource officer in various school districts as well as serving as the SRO program supervisor; which duties included hiring, training, scheduling, supervision and support. I was also the student safety program coordinator. Additional job duties can be discussed upon request.

WAREHOUSE MANGER

2004–2009

COCA-COLA BOTTLING

I had operational oversight of multi-million-dollar inventory and equipment, as well as tracked trends and balanced inventory. I also ensured order fulfillment, managed overtime, ensured compliance with Department of Transportation Regulations, as well as coordinated with Branch Management, Sales, and Maintenance divisions.

LABORER/FORKLIFT OPERATOR/ HEAVY EQUIPMENT OPERATOR/ FRONT END LOADER/MILLWRIGHT

1995–2004

BOISE CASCADE CORPORATION

During my time with Boise Cascade Corporation I was involved in many facets of production. Which included running various production machinery, loading and unloading, inventory management, driving forklifts and front-end loaders as well as working in the maintenance division for 3 years

1990–1994

UNITED STATES MARINE CORPS

Professional Services Contract

Solicitation No. RFP #784

Exhibit C

General Hours of Operation - Posts and Schedules

1) Posts and schedules are subject to change at the discretion of the County. The County reserves the right to modify, reduce posts and schedules based on the needs of the County and/or if sufficient work or funding is not available.

Site	Position/Post	Schedule	Hours per week
All sites and locations	Onsite Supervisor/Manager	M-F	40
Courthouse	Courthouse East Entrance Screening	M-F 7:00 AM - 4:00 PM	40
	Courthouse East Entrance Screening	M-F 7:30 AM - 4:30 PM	40
	Courthouse East Entrance Screening	M-F 8:00 AM - 5:00 PM	40
	Courthouse East Entrance Screening	M-F 8:30 AM - 5:30 PM	40
	Courthouse West Entrance Screening - Opener	M-F 6:30 AM - 3:30 PM	40
	Courthouse West Entrance Screening	M-F 8:30 AM - 5:30 PM	40
	Courthouse Roving Security Patrol East	M-F 7:30 AM - 3:30 PM	40
	Courthouse Roving Security Patrol West	M-F 8:00 AM - 4:00 PM	40
	Courthouse Roving Security Patrol	M-F 8:30 AM - 4:30 PM	40
	Courthouse Main Control	M-F 6:30 AM - 2:30 PM	40

	Courthouse Screening West/ Main Control Relief	M-F 8:30 PM – 2:30 PM 2:30 PM – 5:30 PM	25 15
	Night Court Entrance Screening ** (3)- positions	1st Tuesday of each Month 5:30 PM – 7:30 PM Or as needed	** 6 hours per month
	Night Court Main Control ** (1) - Position	1st Tuesday of each Month 5:30 PM – 7:30 PM Or as needed	** 2 Hours per month
Juvenile Justice Center	Courthouse Entrance Screening Opener	M-F 6:30 AM - 3:30 PM	40
	Courthouse Roving Security Patrol/ Screening - Closer	M-F 8:30 AM - 3:30 PM 3:30 PM – 5:30 PM	30 10
Family Law Annex	Courthouse Entrance Screening Opener	M-F 7:00 AM - 4:00 PM	40
	Courthouse Entrance Screening Closer	M-F 8:30 AM - 5:30 PM	40
	Courthouse Roving Security Patrol	M-F 8:15 AM - 5:15 PM	40
Public Service Center	Building Entrance Security	M-F 7:30 AM – 3:30 PM	40
	Building Entrance Security	M-F 3:30 PM – 5:30 PM	10
	Building/Lots Roving Security Patrol	M-F 6:30 AM – 2:30 PM	40
	Building/Lots Roving Security Patrol	M-F 2:30 PM – 5:30 PM	15
	After Hours Building Entrance Security (1) position	M-F Times vary -Meetings scheduled after normal business hours – to be scheduled with Onsite Supervisor/Manager	**Not to exceed 30 hours per Month unless previously agreed upon
Center for Community Health	Building Entrance Security	M-F 6:45 AM – 2:45PM	40
	Building Entrance Security	M-F 2:45 PM – 7:15PM	22.5

	Building/Lots Roving Security Patrol	M-F 8:00 AM – 5:00PM	40
	Total Weekly Billable Hours (**excluding Night Court and After-Hours Meetings)		887.5

Notes –

M-F denotes Monday through Friday, except County Holidays.

** - Night Court and Public Service Center after-hours meetings.

2) Except in an emergency, if services are required earlier than the General Hours of Operation/Post Schedules, the Contractor will be notified no later than the close of business the previous day. If such services are required later than the normal closing hours of operation, the Contractor will be notified not less than two hours before the scheduled completion of the Contract Staff regular shift.

Overtime

1) It is expected that all hours associated with the General Hours of Operation/Posts and Schedules as listed in the table above will be billed at the straight time rate, including Night Court and Public Service Center after hours meetings.

2) Schedules must be arranged such that all normal operations are covered with straight time. Normal scheduled operations will not be paid at the premium rate unless advanced authorization is provided by the County security coordinator.

3) When court proceedings or functions or county operations exceed normal hours, it may be necessary to add additional hours of screening, roving or building entrance security services. In those cases, the County may request overtime orally or in writing, provided the Contractor is notified at least two hours before the scheduled completion of the Contract Staff regular shift.

Professional Services Contract

Solicitation No. RFP #784

Exhibit D

WORK HOURS: Normal scheduled work hours shall be indicated in Exhibit C. It is understood that additional work hours, including emergencies, may be scheduled from time to time by the County.

BILLING RATES: Rates below apply to work performed under paragraph 1 of the Professional Services Contract. Exhibit C notes staffing and hours of operation required for each post. A total of 887.5 weekly hours of scheduled security services are required, totaling 44,435 annual hours (weekly hours X 52 minus holidays) of scheduled security services, which is the maximum number of scheduled security service hours reimbursable under this agreement unless an increase is specifically authorized by the county security coordinator. As noted in paragraph 1 of the Professional Security Services Contract and in Exhibit C, in addition to scheduled security services, the Contract includes services for after-hours meetings on an as required basis. The maximum number of after-hours meeting services shall not exceed a total of 30 hours a month, totaling no more than 360 annual hours unless an increase is specifically approved by the county security coordinator. The annual fee will not exceed \$1,120,000.00 for all hours of service described in this paragraph.

Straight Time Billing Rates:	Site Supervisor	\$28.50
	Security/Screeners/Rover	\$24.75
Overtime Billing Rates:	Site Supervisor	\$42.75
	Security/Screeners/Rover	\$37.13

BILLING PRACTICE: The County should be invoiced weekly for the actual hours expended in the previous week. Payments will be made thirty (30) days from the date of invoice receipt. All hours expended under Exhibit C including after-hours meetings shall be billed at the straight time rate. Emergency or last-minute services which would result in hours billed outside Exhibit C, must be approved by the county security coordinator. Approval should be sought prior to the work, but in an emergency may be sought as early as practical based on the circumstances of the request for service. Emergency or last-minute service needs may result in billing at the overtime rate.

The Contractor should maintain a written record of all actual hours worked under the contract. The County has the right to inspect the record upon five (5) days written notice

ANNUAL INCREASES: Upon extension, contract amount may be adjusted by the most recently published annualized Consumer Price Index (CPI) data compiled by the U.S. Federal Bureau of Labor and Statistics to reflect changes that have occurred in the cost of living.

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Emergency Management and Security

DATE: November 3, 2020

REQUESTED ACTION: Authorize signature authority for the county manager to sign a professional services contract and all applicable extensions, with PPC Solutions Inc. for security services to begin on January 1, 2021.

☒ Consent ☐ Hearing ☐ County Manager

BACKGROUND

The security contractor provides physical security services in the courthouse, juvenile justice center, family law annex, public service center and center for community health. Services include entrance security and screening, systems monitoring, roving patrols and staffing courthouse main control.

The current contract for security services expires December 31, 2020. There are no extensions remaining in the current contract.

The county issued a Request for Proposal (RFP #784) for contract security services and identified the best organization for the contract through a detailed review and selection process.

The current approved annual budget for the security contract is \$1,015,008 per year, with \$940,763 of revenue coming from the General Fund (0001) and \$74,245 of revenue coming from the Campus Development Fund (1027).

Due to the timeline for submitting 2021 budget requests coinciding with the conclusion of the RFP process, the cost submitted for the 2021 contract was an estimate. A 2021 Baseline package PWK-01-21AD has been submitted that would increase the budget amount by \$84,992, bringing the total expense budget to \$1,100,000 per year.

The contract award came in at \$1,120,000 for 2021. As long as the 2021 Baseline package is approved, an additional budget package will be submitted in the 2021 Spring Supplemental to bring the expense budget up by \$20,000, of which \$3750 will need to come from the Campus Development Fund and \$16,250 will come from the General Fund.

The new contract will be for two (2) years with the option for three (3), one (1) year extensions.

If approved, the authorization will allow the county manager to sign the \$1,120,000 contract for security services, providing for the continued safety and security of county employees and facilities, and providing adequate time for the transition of security providers.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$1,120,000 per year
Grant Fund Dollar Amount	N/A
Account	General Fund (0001) and Campus Development Fund (1027)
Company Name	PPC Solutions Inc.

DISTRIBUTION:Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Change Request Summary for PWK-01-21AD-Security Services Contract Increase; (2) Coding Sheet; and (3) Contract

Mike Lewis

Mike Lewis
Emergency Management/Security Coordinator

Ahmad Qayoumi

Ahmad Qayoumi, PE
Public Works Director/County Engineer

Eva Haney

Eva Haney, CGFM
Finance Division Manager

Primary Staff Contact: Mike Lewis, ext. 4838

APPROVED: *Eileen J. O'Brien*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *Nov 3, 2020*SR# *151-20*

BUDGET IMPACT ATTACHMENT**Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The current approved annual budget for the payments to the security contract is \$1,015,008 per year with \$940,763 of revenue coming from the General Fund (0001) and \$74,245 of revenue coming from the Campus Development Fund (1027). There is a 2021 Baseline package PWK-01-21AD that has been submitted that would increase the budget amount by \$84,992 bring the total expense budget to \$1,100,000 per year for security services. The contract award came in at \$1,120,000 per year for 2021. This will require an additional budget package which will be submitted in the 2021 Spring Supplemental to bring the expense budget up by \$20,000 of which \$3750 will need to come from the Campus Development Fund and \$16,250 will come from the General Fund.

The increase in expense budget for 2021 and 2022 will be offset by savings in the contract cost in 2019 and 2020 that have been rolled back into the fund balances. Future year's past 2022 will require additional revenue from the General Fund and Campus Development Fund to cover the increase in cost.

Part II: Estimated Revenues

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
General Fund (1027)			1,042,005	1,042,005	1,042,005	1,042,005
Campus Development (1027)				77,995		77,995
Total			1,042,005	1,120,000	1,042,005	1,120,000

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
		GF	Total	GF	Total	GF	Total
General Fund (0001)				1,042,005	1,042,005	1,042,005	1,042,005
Campus Development fund (1027)					77,995		77,995
Total				1,042,005	1,120,000	1,042,005	1,120,000

III. B – Expenditure by object category

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual			1,042,005	1,120,000	1,042,005	1,120,000
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total			1,042,005	1,120,000	1,042,005	1,120,000

Change Request Summary

Report data returned based on the user's security permissions.

Change Request	PWK-01-21AD-Security Services Contract Increase
Budget Year	2021
Change Request Type	New Request
Change Request Stage	Decision Package Council Approval [New Request]
Acct. Reference	
Publish Date	

Increase budgeted amount for security services. The current contract expires 12/31/2020 and the county will be entering into a new contract beginning in 2021. Bids will not be available before 2021 budget info is due. Estimated increase of \$84,992.00 in costs beyond the previous annual contract amount is anticipated. Also requesting authority to use up to \$3,000 of the increase be allowed for purchase of security supplies.

This request is to also approve the transfer of the 2020 budget for the security contract from the road fund back to the general fund and campus development fund in its entirety.

Increase the budget amount by \$84,992 bringing the 2021 security budget up to \$1.1 million.

The current contract for 2020 covers the costs for this year, except the amount authorized for supplies. This is the final year of the contract and no extension is available. We will be entering into a new contract this fall for security services beginning in 2021. We anticipate an increase in the cost of the contract due to cost of living and the fact the old contract was not increased on an annual basis to reflect cost of living changes as they occurred.

During the 2019 reorganization the decision was made to transfer the security services contract and its full funding to Public Works. This resulted in the road fund paying for the services and then being reimbursed by the general fund. The road fund is a restricted fund and should not be used to cover Countywide security services. A transfer of the contract funding back into the general fund and campus development fund will correct this and result in all aspects of the security contract being budgeted in the appropriate business area.

Net Operating Budget	84,992
Net Capital Budget	-
Net Budget	84,992

Operating Budget Details

Ledger Account	Position	Description	2021 Budget
Revenues			
CC233--Road Maintenance and Safety			
3970000 - Transfers In - Subsidy		eliminate transfer for security contract	(940,763)
3970000 - Transfers In - Subsidy		eliminate transfer for security contract	(74,245)
Total CC233--Road Maintenance and Safety			(1,015,008)
Total Revenues			(1,015,008)
Expenses			
5400000 - Services		move ongoing baseline budget out of road fund	74,245
5970000 - Transfers Out - Subsidy		eliminate transfer for security contract	(940,763)

Change Request Summary

Report data returned based on the user's security permissions.

	eliminate transfer for security contract	(74,245)
Total		(940,763)
CC213-Public Works Administration and Finance		
5400000 - Services	increase in contract for security services	81,992
5310000 - Supplies	purchase of security supplies	3,000
5400000 - Services	move ongoing baseline budget out of road fund	940,763
Total CC213--Public Works Administration and Finance		1,025,755
CC233-Road Maintenance and Safety		
5400000 - Services	move ongoing baseline budget out of road fund	(1,015,008)
Total CC233--Road Maintenance and Safety		(1,015,008)
Total Expenses		(930,016)
Total		(1,945,024)
Net Total		84,992

Cost Center search string		Select Cost Center for list of related Programs				Revenue Category search string											
Package Number	Fund	Cost Center Name <small>List will be limited based on search string</small>	Cost Center ID	Program Name <small>List will be limited based on selected Cost Center above</small>	Program ID	Ledger Account Name	Ledger Acct Number	Revenue Category Name <small>List will be limited based on search string</small>	Revenue Category ID	2020 EXP inc / REV dec (DR)	2020 EXP dec / REV inc (CR)	2021 EXP inc / REV dec (DR)	2021 EXP dec / REV inc (CR)	Type	Operating vs capital	Position	Notes
	0001	Public Works Administration and Finance	CC213	Contracts and Leases for County Vendors and Tenants in County Buildings	PG0111	Services	5400000					16,250		Ongoing	Operating		
	1027	Property Management	CC179	General Services Administration	PG0214	Services	5400000					3,750		Ongoing	Operating		

BUDGET OFFICE APPROVAL

Emily Zwetzig

Signature

10/22/2020

Date

Clark County, Washington
Professional Services Agreement for Security Services
Solicitation No. **RFP #784**

THIS AGREEMENT, entered this 3rd day of NOV. 2020, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and PPC Solutions Inc., after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County (RFP #784) and has the expertise to provide services for the County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, the County does not have available staff to provide such services for the benefit of the citizens of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A, Part I, Sections IA and IB.

2. Time. The Agreement shall be effective beginning January 1, 2021 and ending December 31, 2022, a period of two years, at which time it may be extended by the County for three (3) one (1) year periods, under the same terms and conditions, upon written notice at least sixty (60) days prior to the contract termination date.

3. Compensation. The County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit D, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount of billing exceed \$1,120,000.00 (Exhibit D) without prior approval of

the County.

4. Termination. The County may terminate this Agreement immediately upon any breach by the Contractor. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice. Further, the County may terminate this Agreement upon immediate notice to the Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the Agreement.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. 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, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification

provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save the County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Agreement Documents: Contract documents consist of this Agreement, Exhibit A (a scope of work which consists of a proposal based on RFP #784), Exhibit B (PPC Solutions Inc. Proposal in response to RFP #784), Exhibit C (Hours of Operation – Posts and Schedules), and Exhibit D (Billing Rates). If there is a conflict between the provisions of these documents, the provisions of this Agreement control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

11. Changes: The County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.

12. Public records act: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, the Contractor shall, within two business days, notify the County by providing a copy of the request to the Clark County Public Records Officer/Public Works Department.

13. Governing Law. This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it; or shall perform services as an independent contractor with it, in the performance of this Agreement.

16. Liability Insurance. The Contractor specifically confirms and warrants that it has

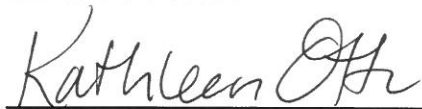
and will maintain throughout the life of the Agreement, all insurance, minimum coverages and terms and conditions as outlined in RFP #784, Exhibit A (Part I, Section IB.9.A.-G., titled Insurance/Bond). Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of this Agreement and may result in termination pursuant to Paragraph four (4) above.

17. Consent and Understanding. This Agreement contains a complete and integrated understanding of the parties and supersedes any prior understandings, contracts, or negotiations, whether oral or written, not set forth herein or in written amendments hereto that are duly executed by both parties.

18. Severability. If any provision of this Agreement is held invalid, the remainder will continue to operate in the absence of the invalid provision, to the extent that they conform to requirements of applicable law.

IN WITNESS THEREOF, the County and the Contractor have executed this Agreement on the date first above written.

CLARK COUNTY



Kathleen Otto, County Manager

PPC Solutions Inc.



By

Sheila Leslie

Printed Name

President

Title

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By 

Deputy Civil Prosecutor

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Emergency Management and Security

DATE: February 15, 2022

REQUESTED ACTION: Approve amendment of the Professional Services Agreement for Security Services billing rate and total contract amount and authorize the county manager to sign all future amendments to the agreement.

 X Consent Hearing County Manager

BACKGROUND

Clark County is seeking approval of an amendment to the billing rates and total contract amount for the Professional Services Agreement for Security Services, and to authorize the County Manager to sign future amendments to the agreement.

On November 3, 2020, the county executed a two-year agreement with PPC Solutions Inc. for security services. In November 2021, PPC Solutions Inc. submitted a request to amend the agreement to increase the billing rate, due to hiring and retention issues brought about by the COVID-19 Pandemic. After careful consideration, county staff recommends a 2 percent increase in the billing rates without increasing the total annual agreement amount.

On November 16, 2021, Council approved a change request for the 2022 budget, PWK-25-22AD. Although the change request was budget neutral, it increased funding from Fund 1027 for the security agreement annual budget amount by \$44,000. The 2021 total annual agreement amount was \$1,120,000. There is a - \$3,750 difference in the requested increase to the annual agreement amount, due to a one-time carry-over in 2021 in Fund 1027 which is not available in 2022.

This request would increase the billing rates by 2 percent, and the total annual agreement amount to \$1,160,250.

Approval of this amendment will allow the contractor to be competitive in hiring and retaining employees to provide for the safety and security of the public and our employees in our facilities.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

PW22-035
REVIEWED: ↑↑

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	0001 – \$1,042,005 and 1027 – \$118,245 = \$1,160,250 Total
Grant Fund Dollar Amount	
Account	0001 – General Fund, and 1027 – Campus Development Fund
Company Name	PPC Solutions, Inc.

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Amendment #1 to RFP#784, Professional Services Agreement for Security Services. (2) Rate Increase Proposal from PPC Solutions, INC. (3) 2022 Budget Change Request Summary, PWK-25-22AD.

Mike Lewis

Mike Lewis
Emergency Management/Security Coordinator

Chad Dragon

Chad Dragon, CPA
Financial Program Manager

Eva Haney

Eva Haney, CGFM
Interim Public Works Director

Primary Staff: Mike Lewis, Ext. 4838

APPROVED: *Karen Dill Bowerman*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *Feb. 15, 2022*

SR# *0216-22*



PW22-035

REVIEWED: *↑↑*

**Amendment #1 to
Professional Services Agreement for Security Services
Solicitation No.: RFP#784**

Clark County, Washington, after this called "County," a political subdivision of the State of Washington and PPC Solutions Inc., after this called "Contractor," entered into an agreement on November 3, 2020.

WITNESSETH

WHEREAS, the Contractor has continuously provided the services pursuant to the Agreement; and,

WHEREAS, provision 11 of the Agreement allows for changes to the Agreement, to include "any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the County and the Contractor"; and,

WHEREAS, provision 3 of the Agreement, and Exhibit D to that Agreement, set a not-to-exceed contract amount at \$1,120,000 and rates for services provided under the Agreement; and,

WHEREAS, a decision package submitted in Fall 2021 for the 2022 Budget, PWK-25-22AD, added \$44,000 to the not-to-exceed amount for the Agreement; and,

WHEREAS, Exhibit D to the Agreement allowed for annual review of the rates for services under the Agreement.

NOW, THEREFORE, The County and the Contractor agree to amend the Agreement as follows:

Section 3. Compensation. The County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit D, which is attached hereto and incorporated herein by this reference. The

parties mutually agree that in no event may the amount of annual billing exceed
\$1,160,250.00, without prior approval of the County.

Exhibit D: Billing Rates are amended as follows:

Straight Time Billing Rates:	Site Supervisor	<u>\$29.07</u>
	Security/Screeners/Rover	<u>\$25.25</u>
Overtime Billing Rates:	Site Supervisor	<u>\$43.60</u>
	Security/Screeners/Rover	<u>\$37.88</u>

Except as provided herein, all remaining terms and conditions of the original
Agreement remain in full force and effect.

CLARK COUNTY, WASHINGTON



Kathleen Otto, County Manager

PPC Solutions Inc.



Sheila Leslie [Name]

President [Title]

Date signed: 2/17/22

Date signed: 01/27/22

Approved as to form only:
ANTHONY F. GOLIK,
Clark County Prosecuting Attorney



Bill Richardson
Deputy Prosecuting Attorney



Phoenix Protective Corp.
PPC Solutions, Inc.
Security / Loss Prevention / Patrol / Investigations

1305 8th St. NE, Auburn, WA 98002 phone 253.854.0061 fax 253.854.4385

November 22, 2021

Mike Lewis
Clark County
1300 Franklin Street
Vancouver, Washington 98660
Via email

Re: Contract 784 – Security Guard Services

Dear Mike,

Thank you for taking my call this past week. We appreciate the opportunity to provide security services to Clark County Courthouse as well as the additional projects that have come our way this past year. It has been an honor to be awarded this contract and we are pleased to be able to meet the County's expectations.

I am writing to respectfully to propose a rate increase. As a foundation, I understand our current contract is a two-year base period (Section 1A, 2) and per the RFP, annual CPI driven increases can be part of annual extensions but was not intended for the base period (page 78).

We would appreciate it if the County could consider additional information and if possible permit an increase for 2022. We base this on exceptional factors beyond our control to include CPI and minimum wage increases at twice the rate anticipated as well as COVID related concerns in the service industry.

1. When PPC originally bid on the contract, the CPI for the Portland/Vancouver region had historically run at 2-3%, with a high of 4% in 2017. After that point, the Bureau of Labor Statistics discontinued tracking Portland/Vancouver as its own region. (Table A)

Using the next two most comparable indexes as included below we show CPI in 2018- 20 running from 3% down to under 2% in 2020 when we prepared our proposal. The first table below is West Cities in Group B based on Size, and the other is the Seattle Tacoma area. (Tables B & C)

For the current year and trending they (West Cities/Seattle) show CPI at October over October increasing to 6.3% and 6.8% respectively. This is significantly greater than previously anticipated and affects all parts of our business from officer uniforms to health insurance costs as well as wage demand.

2. Washington minimum wage is driven by CPI per voter approval. Minimum wage will increase in January 2022 from 13.69 to \$14.49, an 80 cent (5.8% increase). While we do pay above minimum wage, this increase provides pressures that affect the current team as well as recruiting.

SERVING: ALASKA, WASHINGTON, IDAHO, OREGON, MONTANA

Both of these factors are twice as high as historic averages and couldn't be anticipated at the time of our proposal. Additionally, wage pressures directly translate into turnover.

3. Unemployment rates were already been low in 2019. At this point, they remain unpredictably low and as a corollary due to COVID, service type positions such as ours and the potential risk they pose are not as attractive as they once were. Unemployment in the Vancouver market is at 4%, the lowest it has been in at least the past four years as shown in Table D.

With this in mind, we would like to propose an increase of 4% to offset the unpredicted inflationary/CPI related costs and provide for wage increases to our site team several of whom have worked faithfully this past year to maintain services in unprecedented circumstances. We have proposed 4% as a compromise between the 2.5% we would have absorbed in the second year and the 6.5% (average) in the current index. This would also increase our starting pay rates enabling us to attract additional team members.

Based on the current billing rate of \$24.75 (Officers) and \$28.50 (Supervisor), the proposed rate would be \$25.74 for officers and \$29.64 for the supervisor.

We appreciate your consideration.

Sincerely,

Sheila Leslie

Sheila Leslie
President

A. DISCONTINUED PORTLAND/SALEM CPI CHART

PORTLAND/SALEM
Consumer Price Index, All Items, 1982=84=100 for Urban Wage Earners and Clerical Workers (CPI-W)

This page is no longer being updated.

Due to the 2018 CPI Geographic Revision the Portland area CPI has been discontinued.

For replacement options visit:

<https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm>

SEMI-ANNUAL AVERAGES				OVER-THE-YEAR PERCENT CHANGE			
YEAR	1st Half	2nd Half	ANNUAL AVERAGE	YEAR	1st Half	2nd Half	ANNUAL AVERAGE
1995	149.1	150.7	149.9	1995	3.3	2.7	3.0
1996	153.9	156.5	155.2	1996	3.2	3.8	3.5
1997	159.0	161.7	160.4	1997	3.3	3.3	3.4
1998	162.2	163.5	162.9	1998	2.0	1.1	1.6
1999	166.2	169.6	167.9	1999	2.5	3.7	3.1
2000	171.8	174.6	173.2	2000	3.4	2.9	3.2
2001	176.4	178.5	177.5	2001	2.7	2.2	2.5
2002	178.7	179.3	179.0	2002	1.3	0.4	0.8
2003	181.7	182.0	181.8	2003	1.7	1.5	1.6
2004	184.9	187.0	185.9	2004	1.8	2.7	2.3
2005	189.4	192.2	190.8	2005	2.4	2.8	2.6
2006	194.7	197.3	196.0	2006	2.8	2.7	2.7
2007	201.217	204.801	203.009	2007	3.3	3.8	3.6
2008	209.456	210.557	210.006	2008	4.1	2.8	3.4
2009	207.898	211.950	209.924	2009	-0.7	0.7	0.0
2010	213.036	214.409	213.722	2010	2.5	1.2	1.8
2011	218.872	221.508	220.190	2011	2.7	3.3	3.0
2012	223.712	225.389	224.551	2012	2.2	1.8	2.0
2013	228.033	231.399	229.716	2013	1.9	2.7	2.3
2014	233.565	236.280	234.922	2014	2.4	2.1	2.3
2015	234.948	236.882	235.915	2015	0.6	0.3	0.4
2016	237.784	242.014	239.899	2016	1.2	2.2	1.7
2017	247.871	250.720	249.295	2017	4.2	3.6	3.9

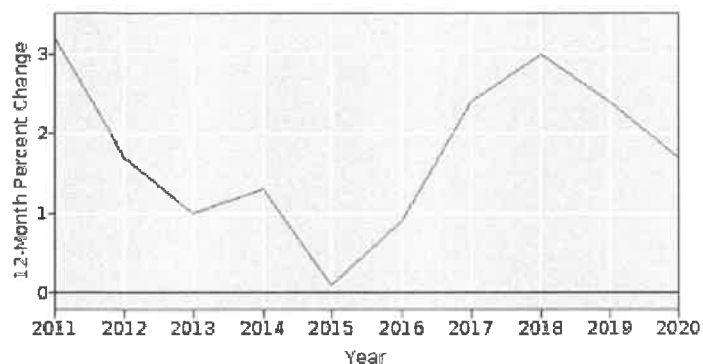
Table of over-the-year percent increases. An entry for 2ndHalf 2005 indicates the percentage increase from 2ndHalf 2004 to 2ndHalf 2005 (in this example 2.6 percent).

B. CPI – CITIES WEST / SIZE B CHART

Data extracted on: November 22, 2021 (3:52:35 PM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)**12-Month Percent Change****Series Id:** CWURN400SA0

Not Seasonally Adjusted

Series Title: All items in West - Size Class B/C, urban wage earners and clerical workers, not seas**Area:** West - Size Class B/C**Item:** All items**Base Period:** DECEMBER 1996=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	1.2	1.9	2.7	3.3	3.8	3.7	3.5	3.6	4.1	3.9	3.6	2.9	3.2	2.8	3.6
2012	2.7	2.4	2.2	1.8	1.6	1.6	1.2	1.3	1.4	1.5	1.2	1.2	1.7	2.0	1.3
2013	0.9	1.4	0.8	0.7	0.5	0.8	1.6	1.6	1.1	0.7	1.0	1.4	1.0	0.9	1.2
2014	1.5	0.8	1.0	1.0	1.8	2.0	1.9	1.6	1.6	1.5	0.9	0.3	1.3	1.4	1.3
2015	-0.4	0.1	0.4	0.6	0.5	0.2	0.0	0.0	-0.2	-0.2	0.0	0.4	0.1	0.2	0.0
2016	1.3	0.7	0.1	0.5	0.3	0.4	0.6	0.6	1.1	1.5	1.9	1.8	0.9	0.5	1.3
2017	1.9	2.5	2.6	2.4	2.0	2.0	2.0	2.4	2.8	2.8	2.9	2.9	2.4	2.2	2.6
2018	3.0	2.8	2.8	2.7	3.1	3.3	3.3	3.2	2.8	3.0	3.1	2.9	3.0	2.9	3.1
2019	2.4	2.1	2.1	2.6	2.7	2.5	2.4	2.3	2.1	2.3	2.3	2.6	2.4	2.4	2.3
2020	2.6	2.8	2.5	1.3	0.2	0.6	1.4	2.0	2.1	1.7	1.7	1.6	1.7	1.7	1.8
2021	1.9	2.1	2.9	4.5	6.1	6.9	6.7	6.2	6.2	6.8				4.0	

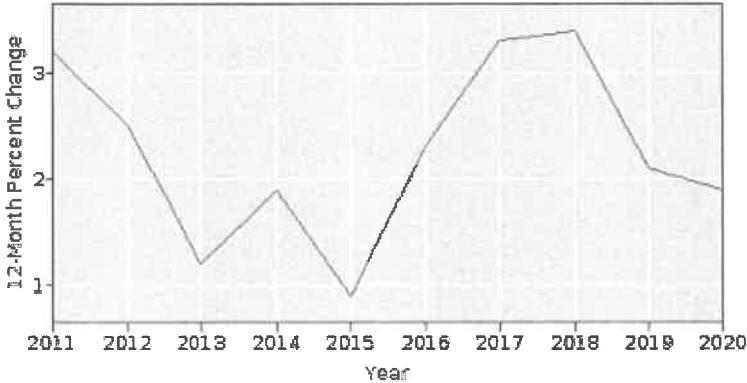
SERVING: ALASKA, WASHINGTON, IDAHO, OREGON, MONTANA

C. CPI – SEATTLE/TACOMA

Data extracted on: November 22, 2021 (4:43:22 PM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

12-Month Percent Change
Series Id: CWURS49DSA0
Not Seasonally Adjusted
Series Title: All items in Seattle-Tacoma-Bellevue, WA, urban wage earners and clerical workers, n
Area: Seattle-Tacoma-Bellevue WA
Item: All items
Base Period: 1982-84=100



Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011		2.1		2.7		3.7		3.2		4.3		3.8	3.2	2.6	3.7
2012		2.8		2.8		2.7		2.7		2.3		1.4	2.5	2.9	2.2
2013		1.9		1.1		1.2		1.1		0.6		1.5	1.2	1.4	1.0
2014		1.3		2.6		2.2		2.1		2.1		1.1	1.9	2.0	1.9
2015		0.5		-0.2		1.1		1.2		0.8		2.3	0.9	0.5	1.4
2016		2.4		2.6		2.0		2.0		2.6		2.5	2.3	2.3	2.2
2017		3.7		3.3		3.0		2.8		3.4		4.0	3.3	3.2	3.5
2018		3.5		3.5		3.6		3.2		3.3		2.7	3.4	3.6	3.1
2019		2.5		2.1		1.7		2.5		1.7		2.0	2.1	2.2	2.0
2020		2.6		1.5		1.0		2.4		2.1		1.6	1.9	1.9	1.9
2021		1.7		3.7		6.3		5.1		6.3				3.3	

D. VANCOUVER UNEMPLOYMENT

September 30, 2021	4.00%	August 31, 2019	5.10%
August 31, 2021	5.00%	July 31, 2019	5.10%
July 31, 2021	4.90%	June 30, 2019	5.10%
June 30, 2021	5.30%	May 31, 2019	4.70%
May 31, 2021	5.30%	April 30, 2019	4.90%
April 30, 2021	6.10%	March 31, 2019	5.20%
March 31, 2021	6.50%	February 28, 2019	5.20%
February 28, 2021	6.80%	January 31, 2019	5.60%
January 31, 2021	6.80%	December 31, 2018	5.00%
December 31, 2020	7.00%	November 30, 2018	4.80%
November 30, 2020	6.90%	October 31, 2018	4.50%
October 31, 2020	6.70%	September 30, 2018	4.30%
September 30, 2020	8.80%	August 31, 2018	4.80%
August 31, 2020	10.50%	July 31, 2018	4.80%
July 31, 2020	13.30%	June 30, 2018	5.10%
June 30, 2020	12.50%	May 31, 2018	4.70%
May 31, 2020	13.60%	April 30, 2018	5.10%
April 30, 2020	15.40%	March 31, 2018	5.30%
March 31, 2020	5.30%	February 28, 2018	5.80%
February 29, 2020	5.10%	January 31, 2018	5.70%
January 31, 2020	4.90%	December 31, 2017	5.10%
December 31, 2019	4.20%	November 30, 2017	4.80%
November 30, 2019	4.40%	October 31, 2017	4.50%
October 31, 2019	4.30%	September 30, 2017	4.70%
September 30, 2019	4.30%	August 31, 2017	5.30%

SERVING: ALASKA, WASHINGTON, IDAHO, OREGON, MONTANA

Change Request Summary

Report data returned based on the user's security permissions.

Change Request	PWK-25-22AD-Increased Security Cost for Center for Community Health
Budget Year	2022
Change Request Type	Budget Neutral
Change Request Stage	Decision Package Published for upload [Budget Neutral]
Acct. Reference	
Publish Date	Nov 27, 2021 08:09 PM (PST)
Requested Action	This change request is asking for additional expense and revenue authority in Fund 1027 to cover the increase in the security contract for the Center of Community Health (CCH) Building.
Cost Estimate/Other Comments	\$44,000 per year for increases to the security contract for CCH. Revenue will be collected from all tenants of CCH to account for the increase in cost, contract amendments are in the process of being completed.
Justification	Security cost increases for CCH to keep the same level of service per year. In 2021 the increase was absorbed from prior years savings but we can no longer support that and need to raise rates to the tenants.
Net Operating Budget	-
Net Capital Budget	-
Net Budget	-

Operating Budget Details

Ledger Account	Position	Description	2022 Budget
Revenues			
3620000 - Rents and Leases		rental increases to CCH tenants to cover security cost	44,000
Total			44,000
Total Revenues			44,000
Expenses			
5400000 - Services		rental increases to CCH tenants to cover security cost	44,000
Total			44,000
Total Expenses			44,000
Total			88,000
Net Total			-

Change Request Summary

Report data returned based on the user's security permissions.

**Amendment #2 and Extension to
Professional Services Agreement for Security Services
Solicitation No.: RFP#784**

Clark County, Washington, after this called "County," a political subdivision of the State of Washington and PPC Solutions Inc., after this called "Contractor," enter into this second Amendment and Extension to an original agreement executed pursuant to RFP #784.

WITNESSETH

WHEREAS, the County and the Contractor entered into agreement regarding security services in November of 2020, by and through Professional Services Agreement (PSA) RFP #784; and,

WHEREAS, the parties then mutually agreed to amend the PSA in February 2022 to increase the billing rate and not to exceed amount; and,

WHEREAS, the Contractor has continuously and competently provided the services pursuant to the PSA for the original term of the Agreement; and,

WHEREAS, the original term of the PSA is coming to an end, meaning the PSA will naturally expire if it is not extended; and,

WHEREAS, the PSA allowed for three (3) one year extensions; and,

WHEREAS, the parties believe it is in both of their interests to exercise the first of the three extensions, effectively moving the natural expiration date of the PSA to December 31, 2023; and,

WHEREAS, the Contractor has presented a request for rate increase based on workforce availability, due in significant part to the contraction caused by the COVID pandemic, and due in part to the states proposed minimum wage increase, which acting

together made obtaining reliable and competent staff very difficult at the current rates; and,

WHEREAS, the PSA allows for annual reviews of the PSA rates for the purpose of increasing or decreasing the rates as the market might dictate, and the County has reviewed the Contractor's request to increase rates, and finds it to be objectively supported by existing circumstances; and,

WHEREAS, the parties mutually agree Adjusting the rates is appropriate; and,

WHEREAS, the PSA set a not to exceed amount of \$1,120,000.00, and Amendment #1 increased that amount to \$1,160,250.00; and

WHEREAS, on December 6, 2022, County Council considered and approved an increase in the 2023 budget that allows the contract's not-to-exceed amount to increase to \$1,260,728.00.

NOW, THEREFORE, the County and the Contractor agree to extend and amend the Agreement as follows:

Time. The parties agree to extension of the Agreement which will take effect on January 1, 2023, and end on December 31, 2023.

Compensation. The parties mutually agree that in no event may the amount of annual billing exceed \$1,260,728.00, without prior approval of the County.

Exhibit D: Billing Rates are amended as follows:

Straight Time Billing Rates:	Site Supervisor	<u>\$31.59</u>
	Security/Screeners/Rover	<u>\$27.44</u>
Overtime Billing Rates:	Site Supervisor	<u>\$47.38</u>
	Security/Screeners/Rover	<u>\$41.16</u>

Except as provided herein, all remaining terms and conditions of the original PSA and first amendment remain in full force and effect.

Signed this 13th day of December, 2022

CLARK COUNTY, WASHINGTON



Kathleen Otto, County Manager

Signed this 13th day of December, 2022

PPC Solutions Inc.



Sheila Leslie _____ [Name]

President _____ [Title]

Approved as to form only:
ANTHONY F. GOLIK,
Clark County Prosecuting Attorney

William
Richardson

Digitally signed by William Richardson
DN: cn=William Richardson,
o=Prosecution Office, ou=Civil Division,
email=billrichardson@clark.wa.gov, c=US
Date: 2022.12.12 16:52:19 -08'00'

Bill Richardson
Deputy Prosecuting Attorney

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Emergency Management and Security

DATE: December 13, 2022

REQUESTED ACTION: Request the county manager approve a one-year extension of the Professional Services Agreement for Security Services, increase the billing rates for 2023, and sign Amendment #2.

☐ Consent ☐ Hearing ☒ County Manager

BACKGROUND

On November 3, 2020, the county entered into a Professional Services Agreement for Security Services, RFP #784, with PPC Solutions Inc.

In accordance with Section 2, the agreement was for two years, beginning January 1, 2021, and ending December 31, 2022. Section 2 includes provisions for the county to extend the agreement for three (3) one (1) year periods. If approved this will be the first extension.

PPC Solutions Inc. submitted a request for an 8.66% increase in the billing rates due to hiring and retention issues brought about by the COVID-19 pandemic, contraction of the available workforce and significant increases in the Washington State Minimum Wage and Consumer Price Index. After careful consideration county staff recommends approval of the requested billing rate increase.

Upon approval, effective January 1, 2023, the billing rates will increase by 8.66% and will result in a \$100,478 increase to the total contract amount. On December 6, 2022, County Council approved the increase in the 2023 budget resulting in a new total annual contract amount of ~~\$1,260,378~~ **\$1,260,728**. *Typo-correction Mgf*

Upon approval, the Professional Services Agreement for Security Services and all amendments will be extended with PPC Solutions Inc. for the one-year period January 1, 2023, through December 31, 2023 as set forth in the extension letter and Amendment #2.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

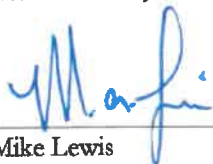
BUDGET DETAILS

Local Fund Dollar Amount	Fund (0001) \$1,132,243 and Fund (1027) \$128,485 = \$1,260,728 Total
Grant Fund Dollar Amount	
Account	General Fund (0001), and Campus Development Fund (1027)
Company Name	PPC Solutions Inc.

DISTRIBUTION:

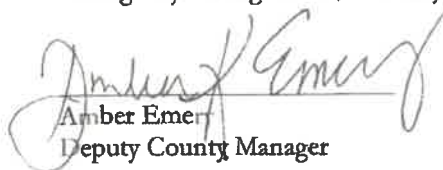
Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Attachment A; Amendment #2 and Extension to RFP#784, Professional Services Agreement for Security Services. (2) Attachment B; Agreement Extension Letter. (3) Attachment C; Rate Increase Proposal from PPC Solutions Inc.



Mike Lewis
Emergency Management / Security Coordinator

Michelle Schuster
Interim Facilities Manager



Amber Emer
Deputy County Manager

Primary Staff: Mike Lewis, ext. 4838

APPROVED: 
Kathleen Otto, County Manager

DATE: _____

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Emergency Management and Security

DATE: December 19, 2023

REQUESTED ACTION: Request the County Manager approve a one-year extension of the Professional Services Agreement for Security Services, increase the billing rates for 2024, and sign Amendment #3.

_____ Consent _____ Hearing X County Manager

BACKGROUND

On November 3, 2020, the County entered a Professional Services Agreement for Security Services, RFP #784, with PPC Solutions Inc.

In accordance with Section 2, the agreement was for two years, beginning January 1, 2021, and ending December 31, 2022. Section 2 includes provisions for the County to extend the agreement for three (3) one (1) year periods. The first extension was executed on December 13, 2022. If approved this will be the second extension.

PPC Solutions Inc. submitted a request for an 3.99% increase in the billing rates due to an increase in the Consumer Price Index. After careful consideration and in accordance with the contract, County staff recommends approval of the requested billing rate increase.

The County requested a single routine patrol check of the future Family Law Annex located at 210 E 13th Street, Vancouver, Washington, each day, Monday through Friday except holidays, until the occupied by County staff. Cost of this service is \$11 per visit, for a \$2,772 increase to the total contract amount.

Upon approval, effective January 1, 2024, the billing rates will increase by 3.99% and will result in a \$50,304 increase to the total contract amount. On December 5, 2023, County Council approved the increase in the 2024 budget (PWK-01-24AD), resulting in a new total annual contract amount of \$1,313,804.

Upon approval, the Professional Services Agreement for Security Services and all amendments will be extended with PPC Solutions Inc. for the one-year period January 1, 2024, through December 31, 2024 as set forth in the extension letter and Amendment #3.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

N/A

PW23-262

REVIEWED: al HP

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.


BUDGET DETAILS

Dollar Amount	Fund (0001) \$1,180,192 and Fund (1027) \$133,612 = \$1,313,804 Total
Fund	General Fund (0001), and Campus Development Fund (1027)
Cost Center	CC-213 & CC-179
BASUB	N / A
Program	PG-0411

ATTACHMENTS: (1) Attachment A: Amendment #3 and Extension to RFP#784, Professional Services Agreement for Security Services, (2) Attachment B: Agreement Extension Letter, (3) Attachment C: Rate Increase Proposal from PPC Solutions Inc.



 Mike Lewis
 Emergency Management / Security Coordinator


 Sherry Villafane
 Public Works Finance Manager


 Kenneth A. Lader, P.E.
 Public Works Director/County Engineer


 Michelle Schuster
 Internal Services Director

Primary Staff: Mike Lewis, ext. 4838

APPROVED: 
 Kathleen Otto, County Manager

DATE: 12/20/23

PW23-262

REVIEWED:  

**Amendment #3 and Extension to
Professional Services Agreement for Security Services
Solicitation No.: RFP#784**

Clark County, Washington, after this called "County," a political subdivision of the State of Washington and PPC Solutions Inc., after this called "Contractor," enter into this third Amendment and Extension to an original agreement executed pursuant to RFP #784.

WITNESSETH

WHEREAS, the County and the Contractor entered into agreement regarding security services in November of 2020, by and through Professional Services Agreement (PSA) RFP #784; and,

WHEREAS, the parties then mutually agreed to amend the PSA in February 2022 to increase the billing rate and not to exceed amount; and,

WHEREAS, the parties then mutually agreed to amend the PSA in December 2023 to increase the billing rate and not to exceed amount and extend the Agreement for the period of one year; and,

WHEREAS, the Contractor has continuously and competently provided the services pursuant to the PSA for the original term of the Agreement and the first extension; and,

WHEREAS, the term of the first extension of the PSA is coming to an end, meaning the PSA will naturally expire if it is not extended; and,

WHEREAS, the PSA allowed for three (3) one year extensions; and,

WHEREAS, the parties believe it is in both of their interests to exercise the second of the three extensions, effectively moving the natural expiration date of the PSA to December 31, 2024; and,

WHEREAS, the County has requested and the Contractor agreed to the addition of a single routine patrol check of the future Family Law Annex located at 210 East 13th Street, Vancouver, Washington, each day Monday through Friday, except holidays, until modifications are complete and the building is occupied by County staff, at a cost of \$11.00 per daily routine patrol check; and,

WHEREAS, the Contractor has presented a request for rate increase based on changes to the Consumer Price Index: and,

WHEREAS, the PSA allows for annual reviews of the PSA rates for the purpose of increasing or decreasing the rates as the market might dictate, and the County has reviewed the Contractor's request to increase rates, and finds it to be objectively supported by existing circumstances; and,

WHEREAS, the parties mutually agree Adjusting the rates is appropriate; and,

WHEREAS, the PSA set a not to exceed amount of \$1,120,000.00, and Amendment #1 increased that amount to \$1,160,250.00, and Amendment # 2 increased that amount to \$1,260,728.00; and,

WHEREAS, on December 5, 2023, County Council considered and approved an increase in the 2024 budget that allows the contract's not-to-exceed amount to increase to \$1,313,804.00.

NOW, THEREFORE, the County and the Contractor agree to extend and amend the Agreement as follows:

Time. The parties agree to extension of the Agreement which will take effect on January 1, 2024, and end on December 31, 2024.

Compensation. The parties mutually agree that in no event may the amount of annual billing exceed \$1,313,804.00, without prior approval of the County.

Exhibit D: Billing Rates are amended as follows:

Straight Time/Overtime/Holiday Billing Rates:	Site Supervisor	<u>\$32.85</u>
	Security/Screeners/Rover	<u>\$28.53</u>
Additional Rate Billing Rates:	Site Supervisor	<u>\$44.35</u>
	Security/Screeners/Rover	<u>\$38.51</u>
Routine Patrol Check Rate:	Routine Patrol Check	<u>\$11.00</u>

Except as provided herein, all remaining terms and conditions of the original PSA and first amendment, and second amendment, remain in full force and effect.

Signed this 20 day of December, 2023

CLARK COUNTY, WASHINGTON

Kathleen Otto
Kathleen Otto, County Manager

Signed this 19 day of December, 2023

PPC Solutions Inc.

Sheila Leslie
Sheila Leslie [Name]
President [Title]

Approved as to form only:
ANTHONY F. GOLIK,
Clark County Prosecuting Attorney

Kevin A. McDowell
Kevin A. McDowell
Deputy Prosecuting Attorney

December 19, 2023

To: Sheila Leslie
PPC Solutions Inc.
18303 E Appleway Avenue
Spokane Valley, WA 99016

Ms. Leslie,

In accordance with Section 2 of the Professional Services Agreement, RFP #784, dated November 3, 2020, between Clark County and PPC Solutions Inc., the County hereby seeks extension of the agreement and subsequent amendments under the same terms and conditions now existing, but for an amendment of the billing rates and slight increase in the not-to-exceed amount, and addition of the Monday through Friday daily routine patrol check of the future Family Law Annex. This request is the second extension under the original contract, which will carry the parties through December 31, 2024. In exchange for the extension, the County has considered and approved your suggested increase in billing rates, which are reflected in the accompanying Amendment and Extension #3 to Professional Services Agreement #784.

If you agree to the terms of this extension, please sign this letter and return to my point of contact, Mike Lewis, Emergency Management and Security Coordinator.

Thank you for your continued service.

Very Respectfully,



Kathleen Otto
County Manager

The terms of this extension are agreed to by PPC Solutions Inc.

Signature: 

Date: 12/18/23



PPC SOLUTIONS INC.

October 31, 2023

Clark County Emergency Management
Attn Mike Lewis
1300 Franklin Street, 6th floor, Suite 650
Vancouver WA 98660
Office: (564) 397-4838
Email: Mike.Lewis@clark.wa.gov

Dear Mr. Lewis,

Thank you for your continued interest in our security services and the opportunity to continue providing security screening services for the Clark County Campus. In consideration of the economic influences, we request a rate increase for 2024 be considered.

We are quickly learning we are in a new era of laborers along with clients placing higher or more specific demands on requirements for services they want and need. PPC focuses on these influences and applies them to our recruiting efforts to hire and retain experienced, qualified, and motivated professionals to meet our goals. Our rates are designed to attract and retain a stronger team in a competitive labor market to meet the needs of our client's demands. PPC remains forward looking in maintaining a professional security presence for your future.

The overall increase is based on the 12-month change in the Consumer Price Index as indicated in the attachment. The Regular Hourly rate includes overtime and holiday. The Additional Rate would be used for short-notice, short-term requests.

Position	Regular	Additional
Site Supervisor	\$32.85	\$44.35
Security/Screeners/Rover	\$28.53	\$38.51

Below is pricing for the additional services requested.

Position	Rate	Unit
Marked Patrol Vehicle	\$1,338.00	Month
Routine Patrol Check	\$11.00	Check

Please do not hesitate to contact us if you have any questions.

Sincerely,

Robert "Bob" Duke

Corporate Business Development Manager

Mobile: (509) 939-0956

Email: robert.duke@phoenixprotectivecorp.com



PPC SOLUTIONS INC.

Annual Increase Explanation

Washington Minimum Wage increases annually, purportedly based on the Consumer Price Index adjustments. On September 29, 2023, LNI reported the 2024 annual wage increase will be based on a 3.4% adjustment. This is lower than the current Index.

The following diagram demonstrates the economy is still recovering from a spike in which 2022 ended at 7.5% change over the previous 12 months. 2023 continued on a downward trend but recently indicated an increase with a reported 4.0% in September. This is still a trimester away from the start of the new year and renewal period for these services.

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0490SA0,CUUS0490SA0
Not Seasonally Adjusted
Series Title: All items in Pacific, all urban consumers, not seasonally adjusted
Area: Pacific
Item: All items
Base Period: DECEMBER 2017=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018	100.521	101.070	101.499	101.831	102.214	102.439	102.619	102.831	103.090	103.553	103.299	103.083	102.337	101.596	103.079
2019	103.401	103.727	104.100	104.967	105.336	105.347	105.397	105.382	105.701	106.238	106.048	105.744	105.116	104.480	105.752
2020	106.076	106.583	106.411	105.963	105.988	106.277	106.914	107.309	107.292	107.525	107.535	107.471	106.779	106.216	107.341
2021	107.680	108.262	108.947	109.951	110.731	111.751	112.297	112.489	112.710	113.530	114.103	114.454	111.409	109.554	113.264
2022	115.521	116.323	117.774	118.546	119.543	121.046	121.095	121.024	121.439	122.266	121.695	121.105	119.781	118.126	121.437
2023	122.406	122.935	123.395	124.019	124.642	125.169	125.304	125.901	126.283					123.761	

PACIFIC DIVISION: Alaska, Washington, Oregon

SERVICES	Description	Unit	Current 1/1/23	New 1/1/24
	Regular Hours			
	Clark County Sec/Scr/Rov	per hour	\$27.44	\$28.53

CPI calculations	(services)
CPI-U All Consumers, All Items, PACIFIC Division	
Current Index: October to September 2023	126.283
Base Index: October to September 2022	121.439
Change in Index:	4.844
Divide result by the base	0.03989
Multiply result by 100 to get %	3.989%
CPI Increase Percentage	3.99%

Certificate Of Completion

Envelope Id: 4333A3DC3EC349DF871B3B957BEC513F

Status: Completed

Subject: Complete with DocuSign: PW23-262 Security Contract Extension.pdf

Source Envelope:

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Chresta Larson

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Chresta.Larson@clark.wa.gov

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Chresta Larson

chresta.larson@clark.wa.gov

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Kenneth A Lader

ken.lader@clark.wa.gov

Security Level: Email, Account Authentication
(None)*Kenneth A. Lader*

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Signed: 12/19/2023 4:28:38 PM

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ID: 3037acb5-08a7-41e1-a68c-d404beb2864c

Michelle Schuster

michelle.schuster@clark.wa.gov

Interim Facilities Manager

Clark County

Security Level: Email, Account Authentication
(None)*Michelle Schuster*

Sent: 12/19/2023 4:14:52 PM

Viewed: 12/19/2023 5:23:04 PM

Signed: 12/19/2023 5:24:37 PM

Signature Adoption: Drawn on Device

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Sherry Villafane

sherry.villafane@clark.wa.gov

Security Level: Email, Account Authentication
(None)*Sherry Villafane*

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Viewed: 12/19/2023 5:17:46 PM


Signed: 12/19/2023 5:18:56 PM

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Kristin Phillips kristin.phillips@clark.wa.gov BOCC Admin Assistant Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 12/19/2023 5:24:39 PM Viewed: 12/20/2023 8:25:26 AM Signed: 12/20/2023 8:25:42 AM

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Kathleen Otto kathleen.otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 12/20/2023 8:25:45 AM Viewed: 12/20/2023 8:55:59 AM Signed: 12/20/2023 8:56:23 AM
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Electronic Record and Signature Disclosure:
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mike Lewis mike.lewis@clark.wa.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/20/2023 8:56:24 AM
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PW Staff Reports pwstaffreports@clark.wa.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/20/2023 8:56:24 AM
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Emergency Management and Security

DATE: December 3, 2024

REQUESTED ACTION: Request the County Manager approve a one-year extension of the Professional Services Agreement for Security Services, increase the billing rates for 2025, and sign Amendment #4.

 Consent Hearing X County Manager

BACKGROUND

On November 3, 2020, the County entered into a Professional Services Agreement for Security Services, RFP #784, with PPC Solutions Inc.

In accordance with Section 2, the agreement was for two years, beginning January 1, 2021, and ending December 31, 2022. Section 2 includes provisions for the County to extend the agreement for three (3) one (1) year periods. The first and second extensions were executed on December 13, 2022 and December 20, 2023 respectively. If approved this will be the third and final extension.

PPC Solutions Inc. submitted a request for a 2.00% increase in the billing rates due to an increase in the Consumer Price Index. After careful consideration and in accordance with the contract, County staff recommends approval of the requested billing rate increase. Staff recommends the budget be increased by the 4.00% requested in the 2025 budget to offset costs of additional services when Probation moves into the Public Service Center in 2025.

The County requested additional service in the form of a single unarmed officer for Community Court at 5107 E. Fourth Plain Blvd. #107, Vancouver, Washington, each Friday, except holidays, from 12:30pm to 4:30pm or until completion of the dockets.

Upon approval, effective January 1, 2025, the billing rates will increase by 2.00% and the total contract amount will increase by 4.00% resulting in a \$54,464 increase to the total contract amount. On December 3, 2024, County Council approved the increase in the 2025 budget (PWK-02-25AD), resulting in a new total annual contract amount of \$1,416,051.

Upon approval, the Professional Services Agreement for Security Services and all amendments will be extended with PPC Solutions Inc. for the one-year period January 1, 2025, through December 31, 2025 as set forth in the extension letter and Amendment #4.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

PW24-285

REVIEWED: cl mp

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	Fund (0001) \$1,271,736 and Fund (1027) \$144,315 = \$1,416,051 Total
Fund	General Fund (0001), and Campus Development Fund (1027)
Cost Center	CC-213 & CC-179
BASUB	unknown
Program	PG-0411

Emily M. Zwetzig
Emily M. Zwetzig, Budget Director

ATTACHMENTS: (1) Attachment A: Amendment #4 and Extension to RFP#784, Professional Services Agreement for Security Services; (2) Attachment B: Agreement Extension Letter; and (3) Attachment C: Rate Increase Proposal from PPC Solutions Inc.

Mike Lewis
Mike Lewis
Emergency Management / Security Coordinator

Sherry Villafane
Sherry Villafane
Public Works Finance Manager

Kenneth A. Lader
Kenneth A. Lader, P.E.
Public Works Director

Michelle Schuster
Michelle Schuster
Internal Services Director

Primary Staff: Mike Lewis, ext. 4838

APPROVED: Kathleen Otto
Kathleen Otto, County Manager

DATE: 12/11/24

PW/24-285

REVIEWED: cl mp

BUDGET IMPACT ATTACHMENT

N/A

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
		GF	Total	GF	Total	GF	Total
General Fund (001)						\$1,271,736	
Campus Development (1027)						\$144,315	
Total							1,416,051

III. B – Expenditure by object category

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						1,416,051
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

PW24-285

REVIEWED: cl mp

**Amendment #4 and Extension to
Professional Services Agreement for Security Services
Solicitation No.: RFP#784**

Clark County, Washington, after this called "County," a political subdivision of the State of Washington and PPC Solutions Inc., after this called "Contractor," enter into this fourth Amendment and third Extension to an original agreement executed pursuant to RFP #784.

WITNESSETH

WHEREAS, the County and the Contractor entered into agreement regarding security services in November of 2020, by and through Professional Services Agreement (PSA) RFP #784; and,

WHEREAS, the parties then mutually agreed to amend the PSA in February 2022 to increase the billing rate and not to exceed amount; and,

WHEREAS, the parties then mutually agreed to amend the PSA in December 2022 to increase the billing rate and not to exceed amount and extend the Agreement for the period of one year; and,

WHEREAS, the parties then mutually agreed to amend the PSA in December 2023 adding the daily routine patrol check at the future Family Law Annex and to increase the billing rate and not to exceed amount and extend the Agreement for the period of one year; and,

WHEREAS, the Contractor has continuously and competently provided the services pursuant to the PSA for the original term of the Agreement and the first and second extensions; and,

WHEREAS, the term of the second extension of the PSA is coming to an end, meaning the PSA will naturally expire if it is not extended; and,

Amendment #4 - Professional Services Agreement for Security Services

Solicitation No.: RFP#784

Page 2

WHEREAS, the PSA allowed for three (3) one year extensions; and,

WHEREAS, the parties believe it is in both of their interests to exercise the third of the three extensions, effectively moving the natural expiration date of the PSA to December 31, 2025; and,

WHEREAS, the County has requested, and the Contractor agreed to the addition of a single unarmed security officer for Community Court at 5107 E. Fourth Plain Blvd. #107, Vancouver, Washington, each Friday, except holidays, from 12:30pm to 4:30pm or until completion of the dockets; and,

WHEREAS, the Contractor has presented a request for rate increase based on changes to the Consumer Price Index: and,

WHEREAS, the PSA allows for annual reviews of the PSA rates for the purpose of increasing or decreasing the rates as the market might dictate, and the County has reviewed the Contractor's request to increase rates, and finds it to be objectively supported by existing circumstances; and,

WHEREAS, the parties mutually agree Adjusting the rates is appropriate; and,

WHEREAS, the PSA set a not to exceed amount of \$1,120,000.00, and Amendment #1 increased that amount to \$1,160,250.00, and Amendment # 2 increased that amount to \$1,260,728.00; and Amendment # 3 increased that amount to \$1,313,804.00; and,

WHEREAS, on December 3, 2024, County Council considered and approved an increase in the 2025 budget that allows the contract's not-to-exceed amount to increase to \$1,416,051.00.

Amendment #4 - Professional Services Agreement for Security Services
Solicitation No.: RFP#784
Page 3

NOW, THEREFORE, the County and the Contractor agree to extend and amend the Agreement as follows:

Time. The parties agree to extension of the Agreement which will take effect on January 1, 2025, and end on December 31, 2025.

Additional Services. The parties agree to the addition of a single unarmed security officer for Community Court at 5107 E. Fourth Plain Blvd. #107, Vancouver, Washington, each Friday, except holidays, from 12:30pm to 4:30pm or until completion of the dockets, and addition of the of a single routine patrol check of the future Family Law Annex located at 210 East 13th Street, Vancouver, Washington, each day Monday through Friday, except holidays, until modifications are complete and the building is occupied by County staff, and that all prior posts and services from the original contract as well as amendment 1, amendment 2, and amendment 3 remain in effect.

Compensation. The parties mutually agree that in no event may the amount of annual billing exceed \$1,416,051.00, without prior approval of the County.

Billing Rates: Billing Rates are amended as follows:

Straight Time/Overtime/Holiday Billing Rates:	Site Supervisor	<u>\$33.51</u>
	Security/Screeners/Rover	<u>\$29.10</u>
Additional Rate Billing Rates:	Site Supervisor	<u>\$45.24</u>
	Security/Screeners/Rover	<u>\$39.28</u>
Routine Patrol Check Rate:	Routine Patrol Check	<u>\$11.22</u>

Remainder Unchanged: Except as provided herein, all remaining terms and conditions of the original PSA and first amendment, and second amendment, and third amendment, remain in full force and effect.

Amendment #4 - Professional Services Agreement for Security Services

Solicitation No.: RFP#784

Page 4

Signed this 11 day of December, 2024

CLARK COUNTY, WASHINGTON

Kathleen Otto
Kathleen Otto, County Manager

Signed this 18 day of November, 2024

PPC Solutions Inc.

Sheila Leslie
Sheila Leslie [Name]

President [Title]

Approved as to form only:
ANTHONY F. GOLIK,
Clark County Prosecuting Attorney

s/Kevin A. McDowell
Kevin A. McDowell
Deputy Prosecuting Attorney

December 3, 2024

To: Sheila Leslie
PPC Solutions Inc.
18303 E Appleway Avenue
Spokane Valley, WA 99016

Ms. Leslie,

In accordance with Section 2 of the Professional Services Agreement, RFP #784, dated November 3, 2020, between Clark County and PPC Solutions Inc., the County hereby seeks extension of the agreement and subsequent amendments under the same terms and conditions now existing, but for an amendment of the billing rates and increase in the not-to-exceed amount, and addition of the Community Court security post each Friday. This request is the third extension under the original contract, which will carry the parties through December 31, 2025. In exchange for the extension, the County has considered and approved your suggested increase in billing rates, which are reflected in the accompanying Amendment #4 and Extension #3 to Professional Services Agreement #784.

If you agree to the terms of this extension, please sign this letter and return to my point of contact, Mike Lewis, Emergency Management and Security Coordinator.

Thank you for your continued service.

Very Respectfully,

Kathleen Otto
Kathleen Otto
County Manager

The terms of this extension are agreed to by PPC Solutions Inc.

Signature: Sheila Leslie

Date: 11/18/24



**PHOENIX
PROTECTIVE
CORP**
PPC SOLUTIONS INC.

October 17, 2024

Clark County Emergency Management
Attn Mike Lewis
1300 Franklin Street, 6th floor, Suite 650
Vancouver WA 98660

Email: Mike.Lewis@clark.wa.gov

Dear Mr. Lewis,

Thank you for the opportunity to continue providing security screening services for the Clark County Campus.

As discussed in our meeting, PPC would like to propose the following increase for the 2025 calendar year.

Position	CPI Pacific Sep-24		
	<u>Current</u>	<u>2.00%</u>	<u>New</u>
Straight Time/Overtime/Holiday Billing Rates: Site Supervisor	\$ 32.85	\$ 0.66	\$ 33.51
Security/Screeners/Rover	\$ 28.53	\$ 0.57	\$ 29.10
Additional Rate Billing Rates: Site Supervisor	\$ 44.35	\$ 0.89	\$ 45.24
Security/Screeners/Rover	\$ 38.51	\$ 0.77	\$ 39.28
Routine Patrol Check Rate: Routine Patrol Check	\$ 11.00	\$ 0.22	\$ 11.22
Every Friday Community Court	\$28.53	\$ 0.57	\$ 29.10

Please do not hesitate to contact us if you have any questions.

Sincerely,

Sheila R Leslie
Mobile: (509) 251-8257
President Email: sheila@phoenixprotectivecorp.com

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Envelope Id: 92FC3051-6DAA-4FFD-B1C0-DAEB2AB4EA80

Status: Completed

Subject: URGENT! PLEASE SIGN ASAP! Complete with Docusign: PW24-285 Contract Extension-Security Services.pdf

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Certificate Pages: 6

Initials: 6

Chresta Larson

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1300 Franklin St

Envelopeld Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Chresta.Larson@clark.wa.gov

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Chresta Larson

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chresta.larson@clark.wa.gov

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Security Level: Email, Account Authentication
(None)

Signed: 12/5/2024 10:48:58 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Emily Zwetzig

Emily Zwetzig

Sent: 12/5/2024 10:49:00 AM

emily.zwetzig@clark.wa.gov

Viewed: 12/5/2024 11:05:03 AM

Budget Director

Signed: 12/5/2024 11:18:36 AM

Clark County, WA

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Kenneth A Lader

Kenneth A. Lader

Sent: 12/5/2024 10:49:01 AM

ken.lader@clark.wa.gov

Viewed: 12/5/2024 11:12:04 AM

Public Works Director/County Engineer

Signed: 12/5/2024 12:23:23 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 64.4.181.38

Electronic Record and Signature Disclosure:

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Michelle Schuster

Michelle Schuster

Sent: 12/5/2024 10:49:01 AM

michelle.schuster@clark.wa.gov

Viewed: 12/5/2024 10:53:39 AM

Interim Facilities Manager

Signed: 12/5/2024 11:15:25 AM

Clark County




Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication
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Michelle Pfenning michelle.pfenning@clark.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 12/10/2024 8:42:28 AM Viewed: 12/10/2024 4:15:42 PM Signed: 12/10/2024 4:18:52 PM
Electronic Record and Signature Disclosure: Accepted: 12/10/2024 4:15:42 PM ID: dcd09329-9ae6-4537-98cb-d0647e5cd986		
Kathleen Otto kathleen.otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 12/10/2024 4:18:54 PM Viewed: 12/11/2024 10:17:19 AM Signed: 12/11/2024 10:17:36 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
PW Staff Reports pwstaffreports@clark.wa.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/11/2024 10:17:37 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/11/2024 10:17:19 AM
Signing Complete	Security Checked	12/11/2024 10:17:36 AM
Completed	Security Checked	12/11/2024 10:17:37 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

CLARK COUNTY
STAFF REPORT

DEPARTMENT: Internal Services / PW Emergency Management Security

DATE: May 20, 2025

REQUESTED ACTION:

Request County Manager to sign Amendment number five (5) with PPC Solutions, Inc. to the Professional Services Agreement for Security Services to add additional service locations.

☐ Consent ☐ Hearing ☒ County Manager

BACKGROUND

On November 3, 2020, the County entered into a Professional Services Agreement for Security Services, RFP #784, with PPC Solutions, Inc.

On December 11, 2024, Amendment #4 was executed and requested the addition of a single unarmed security officer for Community Court at 5107 E. Fourth Plain Blvd. #107, Vancouver, Washington, each Friday, except holidays, from 12:30pm to 4:30pm or until completion of the dockets. In Amendment #5, the County is requesting and PPC Solutions is agreeing to a modification and extension of hours of the single unarmed security officer for Community Court, each Friday, except holidays, from 9:00am to 5:00pm or until completion of the dockets.

Amendment #5 is also requesting the addition of a single unarmed security screener at the entrance to the District Court Probation Office located on the first floor Suite 160 of the Clark County Public Service Center, 1300 Franklin St. Vancouver, Washington, Monday through Friday from 6:30am to 4:30pm or until the last client departs.

In no event may the amount of annual billing exceed \$1,416,051 without prior approval of the County. The addition of these services will not cause this amount to increase.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.

	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.
--	---	--

BUDGET DETAILS

Dollar Amount	\$
Fund	0001 General Fund
Cost Center	CC213 Public Works - Administration Division
BASUB	BASUB: B5183000 Maintenance/Security/Insurance/Janitorial Services
Program	Program: PG0411 Safety and Emergency Response
Spend category	S0081 Professional or Contracted Services
Activity	Activity: A028853 Security Contract (PSC and Courts)

Not applicable

Emily M. Zwetzig, Budget Director (*if applicable*)

Distribution: Council staff will post approved agenda items within two business days to:
<https://www.clark.wa.gov/council-meetings>

Special instructions, if applicable: [i.e. original signature(s) required; document(s) needed asap upon Council approval, etc.]

Mike Lewis

Mike Lewis
Emergency Management / Security Coordinator

Michelle Schuster

Michelle Schuster
Director of Internal Services

DeAnn Cordes

DeAnn Cordes
Contract Administrator

Primary Staff Contact: Mike Lewis, ext. 4838

APPROVED: *Kathleen Otto*
 Kathleen Otto, County Manager

MP

DATE: 06/10/25

**Amendment to Contract
Contract No # SCN00001587
Amendment No 5**

Clark County, Washington, a political subdivision of the State of Washington ("County"), and PPC Solutions Inc., a Washington corporation ("Contractor"), entered into a contract (the "Contract") on November 3, 2020, for Security Services. The County and Contractor are each a "Party" and together, the "Parties".

WHEREAS the Contractor will provide all the required services as outlined in the original scope of work;

WHEREAS the previous amendment to the Contract, Amendment #4, extended the Contract term from January 1, 2025 through December 31, 2025, and also set forth a not to exceed compensation amount of \$1,416,051.00;

WHEREAS the County requested, and the Contractor agreed in Amendment #4, to provide a single unarmed security officer for Community Court at 5107 E. Fourth Plain Blvd. #107, Vancouver, Washington, with service hours as follows: each Friday, except holidays, from 12:30pm to 4:30pm or until completion of the dockets;

WHEREAS the hours for the security officer at Community Court shall now be extended as follows: each Friday, except holidays, from 9:00am to 5:00pm or until completion of the dockets; and

WHEREAS the County has requested, and the Contractor agreed to, the addition of a single unarmed security screener at the entrance to the District Court Probation Office located on the first floor of the Clark County Public Service Center, Suite 160, 1300 Franklin St. Vancouver, Washington, Monday through Friday from 6:30am to 4:30pm or until the last client departs.

[Continued on the following page.]

Contract No # SCN00001587

Amendment #5

Page 2

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1. Services:

- A. Effective January 10, 2025, the Parties agree to the modification and extension of the hours of the single unarmed security officer for Community Court at 5107 E. Fourth Plain Blvd. #107, Vancouver, Washington, which hours shall now be as follows: each Friday, except holidays, from 9:00am to 5:00pm or until completion of the dockets.
- B. Effective May 19, 2025, the Parties agree that additional personnel will be provided under the Contract, consisting of one unarmed security screener at the entrance to the District Court Probation Office located on the first floor of the Clark County Public Service Center, Suite 160, 1300 Franklin St. Vancouver, Washington, Monday through Friday from 6:30am to 4:30pm or until the last client departs.

2. Compensation:

The Parties mutually agree that the compensation provided for under the Contract is not modified by this Amendment, and shall remain as previously agreed by the Parties, set forth as follows: in no event may the total amount of annual billing of the contract exceed \$1,416,051.00, without prior approval of the County.

3. Effect of Amendment:

Except as specifically amended herein, the terms and conditions of the PPC Solutions, Inc. Contract awarded on November 3, 2020, as amended to date, shall remain in full force and effect.

CLARK COUNTY

Kathleen Otto

Kathleen Otto
County Manager

PPC SOLUTIONS INC.

By Sheila Leslie

Printed Name Sheila Leslie

Title President

Contract No # SCN00001587

Amendment #5

Page 3

Approved only as to form:

ANTHONY F. GOLIK

Clark County Prosecuting Attorney

Kevin A. McDowell

Kevin A. McDowell

Deputy Prosecuting Attorney

Certificate Of Completion

Envelope Id: C33901D9-F24B-4170-BA18-086B87D04C30

Status: Completed

Subject: Amendment #5 - PPC Solutions

Source Envelope:

Document Pages: 5

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 1

DeAnn Cordes

AutoNav: Enabled

1300 Franklin St

Envelopeld Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

deann.cordes@clark.wa.gov

IP Address: 64.4.184.5

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5/21/2025 10:53:12 AM

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deann.cordes@clark.wa.gov

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Signed: 5/21/2025 11:14:15 AM

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Michelle Schuster

Michelle.Schuster@clark.wa.gov

Director of Internal Services

Clark County Internal Services

Security Level: Email, Account Authentication
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Viewed: 5/21/2025 11:22:45 AM

Signed: 5/21/2025 11:23:31 AM

Signature Adoption: Drawn on Device

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Kevin A. McDowell

Kevin.McDowell@clark.wa.gov

Deputy Prosecuting Attorney

Security Level: Email, Account Authentication
(None)

Sent: 5/21/2025 11:23:33 AM

Viewed: 5/21/2025 11:58:20 AM

Signed: 5/21/2025 12:29:28 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.180.42.135

Electronic Record and Signature Disclosure:

Accepted: 5/21/2025 11:58:20 AM

ID: 387dbcd5-70bd-4738-8e2d-300824eaaa6d

Sheila Leslie

Sheila.Leslie@phoenixprotectivecorp.com

President

Security Level: Email, Account Authentication
(None)

Sent: 5/21/2025 12:29:30 PM

Viewed: 5/30/2025 9:35:16 AM

Signed: 5/30/2025 9:35:49 AM


Signature Adoption: Pre-selected Style

Using IP Address: 50.175.117.202


Electronic Record and Signature Disclosure:

Accepted: 5/30/2025 9:35:16 AM

ID: e4f736e7-09f4-4b0f-9c19-5f5e7d647fc6

Signer Events	Signature	Timestamp
Michelle Pfenning Michelle.Pfenning@clark.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 5/30/2025 9:35:51 AM Viewed: 6/2/2025 6:52:06 AM Signed: 6/2/2025 6:52:11 AM

Electronic Record and Signature Disclosure:
Accepted: 6/2/2025 6:52:06 AM
ID: d75c62ed-3dd4-44a2-9bf9-d7fe02229ab1

Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 6/2/2025 6:52:12 AM Viewed: 6/10/2025 4:06:58 PM Signed: 6/10/2025 4:07:10 PM
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Electronic Record and Signature Disclosure:
Accepted: 6/10/2025 4:06:58 PM
ID: a5a00b4e-2b65-42b7-8d65-7b51e42cfb78

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2025 11:13:46 AM
Certified Delivered	Security Checked	6/10/2025 4:06:58 PM
Signing Complete	Security Checked	6/10/2025 4:07:10 PM
Completed	Security Checked	6/10/2025 4:07:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
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Enabled Security Settings:	Allow per session cookies

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December 13, 2022

To: Sheila Leslie
PPC Solutions Inc.
18303 E Appleway Avenue
Spokane Valley, WA 99016

Ms. Leslie,

In accordance with Section 2 of the Professional Services Agreement, RFP #784, dated November 3, 2020, between Clark County and PPC Solutions Inc., the County hereby seeks extension of the agreement and subsequent amendments under the same terms and conditions now existing, but for an amendment of the billing rates and slight increase in the not-to-exceed amount. This request is the first extension under the original contract, which will carry the parties through December 31, 2023. In exchange for the extension, the County has considered and approved your suggested increase in billing rates, which are reflected in the accompanying Amendment and Extension #2 to Professional Services Agreement #784.

If the terms of this amendment and extension are acceptable to you, please sign this letter and return to Mike Lewis, the emergency management and security coordinator. Please also sign and return the attached Amendment #2 and Extension to Professional Services Agreement #784.

Very Respectfully,



Kathleen Otto
County Manager

The terms of this extension are agreed to by PPC Solutions Inc.

Signature: Sheila R Leslie

Date: 12/13/2022



Phoenix Protective Corp. / PPC Solutions, Inc.

Security / Loss Prevention / Patrol / Investigations



18303 E Appleway Avenue, Spokane Valley WA 99016 phone (509) 448-4277 fax (509) 536-6033

September 22nd, 2022 / modified

Mike Lewis
Clark County
Via email

Re: Contract 784 – Security Guard Services

Dear Mr. Lewis,

Thank you for the opportunity to work with Clark County for the past nearly two years – mostly during the pandemic. As I am sure you are aware, COVID and everything surrounding it has impacted our industry significantly. We recognize the challenges we have faced and appreciate your understanding as we have worked through them with the rest of the employers due to a contraction of the available workforce beyond our control.

Overall, the unemployment rate is very low at 4% and the Washington State minimum wage is increasing by \$1.25 (8.66%) from \$14.49 to \$15.74 per hour. The Washington State Minimum Wage is legislated to increase by CPI each year using the CPI – W index calculated as $(291.629 - 268.387) / 268.387$.

For the 2022-23 contract period we would like to propose a comparable increase. This increase would position PPC to better recruit and retain officers in support of our services to the County.

Per the CPI data attached, the increase would be at 8.66% which is calculated below:

Service	2022 Hourly Bill Rate	CPI @8.66%	2023 Proposed Hourly Bill Rate
Unarmed Officer	\$25.25	\$2.19	\$27.44

If you need any additional information, supporting documentation please don't hesitate to contact me.

Thank you for your consideration.

Sheila Leslie

President (509) 251-8257

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1974	46.900	47.500	48.000	48.300	48.800	49.300	49.700	50.300	50.900	51.400	51.800	52.200
1975	52.400	52.800	53.000	53.200	53.500	53.900	54.500	54.700	54.900	55.300	55.600	55.800
1976	56.400	56.800	57.200	57.500	57.800	58.100	58.400	58.700	59.000	59.300	59.600	59.900
1977	63.400	63.800	64.200	64.500	64.800	65.100	65.400	65.700	66.000	66.300	66.600	66.900
1978	69.400	69.800	70.200	70.500	70.800	71.100	71.400	71.700	72.000	72.300	72.600	72.900
1979	75.400	75.800	76.200	76.500	76.800	77.100	77.400	77.700	78.000	78.300	78.600	78.900
1980	81.400	81.800	82.200	82.500	82.800	83.100	83.400	83.700	84.000	84.300	84.600	84.900
1981	87.400	87.800	88.200	88.500	88.800	89.100	89.400	89.700	90.000	90.300	90.600	90.900
1982	93.400	93.800	94.200	94.500	94.800	95.100	95.400	95.700	96.000	96.300	96.600	96.900
1983	97.400	97.800	98.200	98.500	98.800	99.100	99.400	99.700	100.000	100.300	100.600	100.900
1984	101.400	101.800	102.200	102.500	102.800	103.100	103.400	103.700	104.000	104.300	104.600	104.900
1985	105.400	105.800	106.200	106.500	106.800	107.100	107.400	107.700	108.000	108.300	108.600	108.900
1986	109.400	109.800	110.200	110.500	110.800	111.100	111.400	111.700	112.000	112.300	112.600	112.900
1987	113.400	113.800	114.200	114.500	114.800	115.100	115.400	115.700	116.000	116.300	116.600	116.900
1988	117.400	117.800	118.200	118.500	118.800	119.100	119.400	119.700	120.000	120.300	120.600	120.900
1989	121.400	121.800	122.200	122.500	122.800	123.100	123.400	123.700	124.000	124.300	124.600	124.900
1990	125.400	125.800	126.200	126.500	126.800	127.100	127.400	127.700	128.000	128.300	128.600	128.900
1991	129.400	129.800	130.200	130.500	130.800	131.100	131.400	131.700	132.000	132.300	132.600	132.900
1992	133.400	133.800	134.200	134.500	134.800	135.100	135.400	135.700	136.000	136.300	136.600	136.900
1993	137.400	137.800	138.200	138.500	138.800	139.100	139.400	139.700	140.000	140.300	140.600	140.900
1994	141.400	141.800	142.200	142.500	142.800	143.100	143.400	143.700	144.000	144.300	144.600	144.900
1995	145.400	145.800	146.200	146.500	146.800	147.100	147.400	147.700	148.000	148.300	148.600	148.900
1996	149.400	149.800	150.200	150.500	150.800	151.100	151.400	151.700	152.000	152.300	152.600	152.900
1997	153.400	153.800	154.200	154.500	154.800	155.100	155.400	155.700	156.000	156.300	156.600	156.900
1998	157.400	157.800	158.200	158.500	158.800	159.100	159.400	159.700	160.000	160.300	160.600	160.900
1999	161.400	161.800	162.200	162.500	162.800	163.100	163.400	163.700	164.000	164.300	164.600	164.900
2000	165.400	165.800	166.200	166.500	166.800	167.100	167.400	167.700	168.000	168.300	168.600	168.900
2001	169.400	169.800	170.200	170.500	170.800	171.100	171.400	171.700	172.000	172.300	172.600	172.900
2002	173.400	173.800	174.200	174.500	174.800	175.100	175.400	175.700	176.000	176.300	176.600	176.900
2003	177.400	177.800	178.200	178.500	178.800	179.100	179.400	179.700	180.000	180.300	180.600	180.900
2004	181.400	181.800	182.200	182.500	182.800	183.100	183.400	183.700	184.000	184.300	184.600	184.900
2005	185.400	185.800	186.200	186.500	186.800	187.100	187.400	187.700	188.000	188.300	188.600	188.900
2006	189.400	189.800	190.200	190.500	190.800	191.100	191.400	191.700	192.000	192.300	192.600	192.900
2007	193.400	193.800	194.200	194.500	194.800	195.100	195.400	195.700	196.000	196.300	196.600	196.900
2008	197.400	197.800	198.200	198.500	198.800	199.100	199.400	199.700	200.000	200.300	200.600	200.900
2009	201.400	201.800	202.200	202.500	202.800	203.100	203.400	203.700	204.000	204.300	204.600	204.900
2010	205.400	205.800	206.200	206.500	206.800	207.100	207.400	207.700	208.000	208.300	208.600	208.900
2011	209.400	209.800	210.200	210.500	210.800	211.100	211.400	211.700	212.000	212.300	212.600	212.900
2012	213.400	213.800	214.200	214.500	214.800	215.100	215.400	215.700	216.000	216.300	216.600	216.900
2013	217.400	217.800	218.200	218.500	218.800	219.100	219.400	219.700	220.000	220.300	220.600	220.900
2014	221.400	221.800	222.200	222.500	222.800	223.100	223.400	223.700	224.000	224.300	224.600	224.900
2015	225.400	225.800	226.200	226.500	226.800	227.100	227.400	227.700	228.000	228.300	228.600	228.900
2016	229.400	229.800	230.200	230.500	230.800	231.100	231.400	231.700	232.000	232.300	232.600	232.900
2017	233.400	233.800	234.200	234.500	234.800	235.100	235.400	235.700	236.000	236.300	236.600	236.900
2018	237.400	237.800	238.200	238.500	238.800	239.100	239.400	239.700	240.000	240.300	240.600	240.900
2019	241.400	241.800	242.200	242.500	242.800	243.100	243.400	243.700	244.000	244.300	244.600	244.900
2020	245.400	245.800	246.200	246.500	246.800	247.100	247.400	247.700	248.000	248.300	248.600	248.900
2021	249.400	249.800	250.200	250.500	250.800	251.100	251.400	251.700	252.000	252.300	252.600	252.900
2022	253.400	253.800	254.200	254.500	254.800	255.100	255.400	255.700	256.000	256.300	256.600	256.900

Notes: Beginning with the CPI for January 2007, BLS publishes monthly CPIs to 3 decimal places. For years before 2007, BLS published CPIs to one decimal place. We show 3 decimal places for every year to provide a consistent presentation. The data for 2000 include revisions released by BLS on September 28, 2000. Data for May through August 2016 include revisions released by BLS on October 18, 2016.

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