

City of Bellingham
32B-2026
Annual Confined Space Standby-Rescue Services



RFP INFORMATION

Purchasing Telephone: 360-778-7750
Issue Date: June 18, 2026
Contact Email: bids@cob.org

CLOSING INFORMATION

Date: July 15, 2026
Time: 11:00 AM
Location: Purchasing Office
Mailing Address: 210 Lottie Street Bellingham, WA 98225

In an effort to comply with City of Bellingham waste reduction policies, we request that responses be submitted electronically using the City's bid portal Procureware.

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1. REQUEST FOR PROPOSAL PROCESS

1.1 Inquiries

All respondents are requested to review this invitation carefully and to submit any questions concerning this Request for Proposal (“RFP”), the City’s requirements or its evaluation process to Purchasing Office via the City’s procurement portal at [City of Bellingham \(procurement.com\)](http://City of Bellingham (procurement.com)).

Questions should be received no later than seven (7) calendar days prior to response submission deadline so that they can be addressed through the portal to ensure any necessary amendments can be published and distributed to plan holders to prevent receipt of a non-responsive solicitation.

No other City official, employee or department is empowered to speak for the City with respect to this RFP. Any Information obtained from any other source shall not be considered binding and may disqualify your proposal.

1.2 Closing Date

The Purchasing Office must receive an electronic copy of the qualification submittal prior to the date and time specified in the advertisement. RFP must be submitted online at: <https://cob.procurement.com/> under the responses tab for this RFP.

The City requests that the proposal must be received by 11:00 a.m., Pacific time on July 15, 2026.

1.3 Late Proposals

Late proposals will not be accepted. The City of Bellingham accepts no liability for misdirected or lost documents.

1.4 Evaluation Committee

Evaluation of proposals will be by a committee formed by the City. The committee will rank proposals based upon the evaluation criteria identified in this RFP. The City’s intent is to enter into a contract with the proponent who has the highest overall ranking (receives the highest evaluated score).

1.5 Negotiation Delay

If a written contract cannot be negotiated within thirty days of notification of the successful proponent, the City may at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a contract with the proponent who received the next highest score or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

1.6 Estimated Time Frames

The following timetable outlines the anticipated schedule for the RFP and contract process. The timing and the sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City.

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Last Day to Submit Questions	July 8, 2026
RFP Submission Deadline	July 15, 2026
Committee Evaluations Completed	August 2026
Contract Formation	August 2026
Contract Execution	September 2026
Service/Work Commences	September/October 2026

2. PROPOSAL PREPARATION

2.1 Signed Proposals

The proponent must ensure its proposal includes a letter, or statement(s), substantially similar in content to the sample proposal cover letter provided in Attachment A, **signed** by a person duly authorized to legally bind the person, partnership, company or corporations submitting the proposal.

2.2 Irrevocability of Proposals

By submission of a clear and detailed written notice, the proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the proponent agrees that should its proposal be successful, the proponent will enter into a contract with the City.

2.3 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.4 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

2.5 Firm Pricing

No adjustments will be allowed for the first year of the contract. Allowance for price adjustments after first year must be tied to the Bureau of Labor Statistics CPI-U, West Region 12-month average.

https://www.bls.gov/regions/west/wa_bellingham_msa.htm

Requests for price adjustments shall be submitted to the City's Purchasing Manager prior to approval. No price adjustments will be paid until approval has been granted. The City reserves the right to cancel the bid if pricing cannot be agreed upon.

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2.6 Currency and Taxes

Prices quoted are to be:

- a) In U.S. dollars;
- b) Inclusive of duty, where applicable;
- c) F.O.B. destination, delivery charges included where applicable;
- d) Including all taxes, where applicable

2.7 City Business Registration

Proposal shall include a statement to the effect the Proponent understands its obligation, and agrees, to obtain/maintain a City of Bellingham business registration as a requirement for performing these services/work. Access to the City's registration process can be found at: <https://www.cob.org/services/business/pages/business-registration.aspx>

2.8 Cooperative Purchasing Language

The City of Bellingham has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted proposal price. By submitting an offer, the Proponent agrees to make the same bid terms and pricing, exclusive of freight, available to other Washington governmental agencies. Those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase agreement/contract from the public agency, directed to the Proponent or other party contracting to furnish goods or services to the City of Bellingham. The City of Bellingham will not accept responsibility for purchases issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Proponent to cover the City of Bellingham's contract duration (for any subsequent purchase agreements/contracts resulting from this RFP) or 90 days post award (for one-time purchases).

2.9 Public Disclosure Notice

All materials provided by the Proponent are subject to State of Washington public disclosure laws. Marking the entire proposal as proprietary or confidential, and therefore, exempt from disclosure will NOT be accepted or honored and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City of Bellingham. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City of Bellingham's possession, the information is obtained from third parties without restriction on disclosure, or the information was independently developed without reference to the confidential information.

2.10 Completeness of Proposal

By submission of a proposal the Proponent warrants that if this RFP is to design, create, or provide a system, or manage a program, all components required to run the system or

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manage the program have been identified in the proposal, or will be provided by the contractor at no charge.

3. ADDITIONAL TERMS

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the City.

3.1 Acceptance of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a contract with the proponent who submits the lowest priced proposal or with any proponent. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any proponent.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, state, or municipal statute, regulation or by-law.

3.2 Definition of Contract

Notice in writing to a proponent that it has been identified as the successful proponent and the subsequent full execution of a written contract and or City purchase order will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

3.3 Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

3.4 Modification of Terms

The City reserves the right to modify the terms of this RFP at any time at its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the successful proponent.

3.5 Ownership of Proposals

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All documents, including proposals, submitted to the City become the property of the City.

3.6 Contract Term

The term of the contract resulting from this RFP shall be three (3) years with two (2) optional one (1) year terms unless otherwise extended by mutual consent.

4. PROJECT OR PROGRAM REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to solicit proposals, through a competitive process, for confined space standby rescue services during Permit-Required Confined Space (PRCS) entries performed by District personnel and/or its contractors and consultants on an on-call or an "as needed" basis. All services shall comply with applicable federal and Washington State regulations, including OSHA 29 CFR 1910.146 (Permit-Required Confined Spaces) and Washington Administrative Code (WAC) Chapter 296-809 (Confined Spaces).

The City of Bellingham Plants Division utilizes a variety of tanks for different purposes, ranging from wastewater mixing to potable water storage. When these tanks are entered, it is often necessary for multiple personnel to work inside simultaneously. Due to the number of workers involved, as well as the size and configuration of many of these tanks, the use of individual tethered confined-space retrieval systems is often impractical and may hinder the safe and efficient completion of the work. The Plants Division typically performs around 10 tank-entry projects annually, although the actual number may vary from year to year depending on operational and maintenance needs. Some of these projects may require confined-space entry for one to three consecutive days.

5. REQUIREMENTS AND PROJECT SCOPE

5.1 The Contractor shall:

Provide trained personnel and equipment to support confined space entries requiring designated rescue capability.

Services may include, but are not limited to:

- Standby rescue coverage for planned confined space entries
- Emergency response for unplanned confined space incidents
- Development of site- or task-specific rescue plans
- Atmospheric monitoring support, as required
- Coordination with entry supervisors and safety personnel

The Contractor's role is limited to safety and rescue functions. The Contractor shall not perform inspection, maintenance, or repair work unless explicitly authorized. Specific scope, location, duration, and hazard conditions will be defined in individual task orders issued under this contract.

Additional services, such as confined space training, may be requested under separate task orders.

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5.2 The Contractor shall provide the following services upon request:

- Provide dedicated standby rescue personnel for each confined space entry
- Provide personnel to perform hole watch/attendant duties at each confined space entry point
- Maintain continuous rescue readiness during all entry operations
- Be capable of performing entry rescue; reliance on non-entry rescue methods alone is not acceptable unless specifically authorized by the City
- Provide all necessary rescue and safety equipment
- Develop a site- or task-specific rescue plan for each assignment
- Coordinate with City safety staff and entry supervisors
- Maintain continuous communication with entrants and attendants
- Perform or support atmospheric monitoring (oxygen, LEL, and toxic gases), as required
- Control access to the confined space entry point and prevent unauthorized entry
- Continuously monitor entrants for signs of distress and hazardous conditions
- Initiate rescue operations immediately in the event of an emergency
- Coordinate with local emergency responders as needed

Hole watch/attendant personnel shall be responsible for continuous monitoring of entrants, maintaining communication, controlling access to the space, and initiating emergency response procedures in accordance with the site-specific rescue plan. Rescue capability shall be sufficient to ensure timely rescue of entrants, consistent with applicable regulatory expectations and site-specific hazards.

Rescue personnel and hole watch/attendant personnel shall not be assigned additional duties that could interfere with their ability to perform immediate rescue or continuous monitoring responsibilities.

5.3 Offerors shall provide:

- Proposed team size and composition
 - Defined roles (e.g., rescue technician, team lead)
- Minimum expectations:
- Staffing sufficient to safely perform entry rescue
 - Dedicated personnel with no conflicting duties during entry operations

5.4 Qualifications

Offerors must demonstrate:

- The contractor shall have a minimum of five (5) years experience in PRCS standby and rescue services.
- All rescue team members must have current/up-to-date training in atmospheric monitoring and ventilation, communication, confined space rescue operations, emergency self-rescue, non-entry rescue operations, permit systems, signs, first

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aid and CPR, lockout/tagout, fall protection, electrical safety, and respiratory protection. All training documentation shall be submitted with proposal.

5.5 Equipment Requirements

The Contractor shall provide all necessary equipment, including:

- Retrieval systems (tripods, winches, davits)
- Calibrated atmospheric monitoring instruments
- Respiratory protection, as required by hazard conditions
- Communication systems
- Rescue and patient packaging equipment

All equipment shall be maintained, inspected, and calibrated in accordance with manufacturer recommendations and applicable standards.

Offerors shall confirm:

- Equipment inventory
- Inspection, maintenance, and calibration practices

5.6 Response & Availability Requirements

The majority of work is anticipated to be scheduled during normal business hours.

However, the Contractor shall also be capable of supporting:

- After-hours work
 - Weekend operations
 - Emergency call-out situations
- Offerors shall clearly state:
- Standard working hours
 - Availability for after-hours and emergency response
 - Mobilization/response times for scheduled work and emergency call-outs

The City reserves the right to evaluate proposals based on the reasonableness of proposed response times.

5.7 Pricing Structure

Offerors shall provide pricing in a clear and consistent format, including:

- Hourly rate per rescue team (fully burdened)
 - Overtime rates
 - Emergency call-out rates (if different)
 - Mobilization and demobilization costs
 - Equipment costs (included or separate line items)
 - Standby rates versus active entry rates (if applicable)
- Offerors shall also define:
- Minimum billing increments (e.g., 2-hour or 4-hour minimum)
 - Any additional charges (travel, per diem, specialty equipment)

5.8 Deliverables

The Contractor shall provide, as applicable:

- Site-specific rescue plans

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- Proof of training and certifications (upon request)
- Equipment inspection and calibration records
- Incident or post-response reports, if applicable

5.9 Proposal Requirements

Offerors shall submit:

- Staffing plan
- Relevant project experience
- Summary of certifications and training
- Completed pricing information (per Section 8)
- Assumptions and exclusions

5.10 Representative Confined Spaces

The following descriptions are provided for bidding purposes only and represent typical confined spaces that may be encountered under this contract. Actual conditions will be defined at the task order level.

Typical confined spaces may include:

- Basins (approximately 0.8–0.9 million gallons)
- Water Plant Clear Well – 1 million gallons
- Tanks and Reservoirs (up to approximately 16 million gallons)
- Diversion pipeline and tunnel

Typical characteristics may include:

- Vertical entry via hatch or manhole (depth ranging from approximately 12 to 24 feet)
- Limited horizontal entry in pipelines or tunnels
- Restricted access/egress
- Potential atmospheric hazards, including:
 - Oxygen deficiency
 - Flammable gases (LEL concerns)
 - Toxic gases (e.g., hydrogen sulfide, carbon monoxide)

Some entries may require:

- Full entry rescue capability, including use of respiratory protection (e.g., SCBA)
- Extended duration standby support

Offerors shall base staffing, equipment, and pricing on the ability to safely perform entry rescue in permit-required confined spaces with potential Immediately Dangerous to Life or Health (IDLH) atmospheric conditions.

5.11 Training Services

The Contractor may be requested to provide confined space training services on an as-needed basis under individual task orders. Training is ancillary to the primary scope of standby and rescue services.

Training shall comply with applicable federal and Washington State regulations, including OSHA 29 CFR 1910.146 and Washington Administrative Code (WAC) Chapter 296-809 (Confined Spaces).

Training may include, but is not limited to:

- Confined space awareness

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- Authorized entrant training
- Attendant (hole watch) training
- Entry supervisor training
- Refresher training

Rescue team training is not included under this contract.

The Contractor shall provide training relevant to the City’s confined space types and hazards and shall use qualified instructors with confined space experience. Training shall include practical elements, as appropriate, and a method to evaluate participant understanding.

The Contractor shall provide, as applicable, training outlines or agendas, attendance records, and documentation of completion.

Offerors shall provide separate pricing for training services, including daily or per-session rates and any additional costs.

6. EVALUATION CRITERIA

All parties shall provide a response containing all required elements herein to the City of Bellingham at the stated address by the deadline given.

The City intends to enter into a contract with the Proponent who provides a proposal that, in the opinion of the City, best meets all the below listed evaluation criteria (receives the highest evaluated score) as determined by a selection committee formed by the City. Further, the City reserves the right to conduct interviews with one or more proponents as necessary to complete its evaluation. Upon selection of a Proponent, the City intends to enter into a contract using its Standard Services Agreement, which shall be used to secure these services. A copy of the City’s agreement is attached, as Attachment B, and shall be incorporated into this RFP by this reference.

Evaluation Criteria	Weight
Overall Project Approach & Understanding	30
Demonstration of Experience & Technical Expertise	30
Proposed Fees/Costs	30
References	10
Total	100 pts.

The City of Bellingham reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Bellingham.

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7. PROPONENT RESPONSE

In order to receive full consideration during evaluation, proposals should include the following:

7.1 Project Approach and Understanding

Provide a brief overview of your understanding of the City's identified need. Discuss your project approach describing how you would perform the identified work. Include your methodology for performing the work and provide an accompanying timeline with key milestones.

7.2 Experience and Expertise

Summarize your firm's qualifications, experience, and special expertise in providing the type of services/work product identified in the City's scope of work. Include resumes of key personnel. Describe their experience relative to this type of work along with their primary duties/roles proposed for this project. Identify experience with governmental agencies. Show ability to meet program schedule and stay within budget.

7.3 Proposed Fees/Costs

Provide price estimate including number of billable hours, hourly rate and total cost for services being proposed. Any expenses that are to be included as part of your proposal must be listed as a separate line item (lump sum amount is acceptable) and must include both the total anticipated expenses to be claimed and nature of the expenses (such as: office supplies, lodging, meals, etc.).

7.4 References

Include a list of references (including contact name and contact information) of at least three (3) completed or current projects within the last four years of this size and nature. The City reserves the right to contact references without prior notification.

8. PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed proposal cover letter as per sample provided.
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e., the "Proponent Response" that addresses all elements identified in section 7.

9. PROPONENT CHECKLIST

This checklist has been provided solely for the convenience of the proponent. Its use is not mandatory, and it does not have to be returned with the proposal.

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<p>θ Everyone involved in putting together the proposal has read and understood the requirements.</p>	<p>θ The proponent's name and the RFP # appear on the proposal envelope.</p>
<p>θ The proposal meets all the mandatory requirements.</p>	<p>θ The appropriate number of copies of the proposal have been made.</p>
<p>θ The proposal addresses everything asked for, particularly those things identified in the proponent response section.</p>	<p>θ The proposal will be at the closing location before the closing time.</p>
<p>θ The proposal clearly identifies the proponent, the project, and the RFP #.</p>	<p>θ The proposal is being delivered by hand, courier, or mail – not fax.</p>
	<p>θ The covering letter has been signed and attached.</p>

SELECTED CONTRACT CLAUSES

A.1 Software

It is the Proponent's responsibility to ensure that the City has all licenses required to use any software that may be supplied by the Proponent pursuant to the contract.

A.2 Intellectual Property Rights

The City will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design, and trade secrets in any product developed through a contract. Licensing and marketing rights to the developed product will not be granted in the contract. Proposals regarding these rights should not be submitted in response to this Request for Proposal and will not be considered in evaluating responses. If, in the future, the City elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

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ATTACHMENT A

**Sample
Proposal Cover Letter**

Letterhead or proponent's name and address

Date

Subject: ***Request for proposal name***
 Request for proposal number
 List any amendment nos. and dates

The enclosed response is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal, we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly,

Signature

Name: _____
Type or print

Title: _____

Legal name of proponent: _____

Date: _____

ATTACHMENT B

SAMPLE

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EXHIBIT A
SERVICES AGREEMENT
CITY OF BELLINGHAM -

The **CITY OF BELLINGHAM**, a first class municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225, and , (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

I. **PURPOSE:**

II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from to , both dates inclusive.

III. **LIAISON:** The City's officer responsible for this Agreement is , its Project Manager. The Contractor's responsible person is .

IV. **SCOPE OF WORK:** See Exhibit 'A' attached and incorporated herein by this reference.

V. **PAYMENT:**

A. The maximum payable to the Contractor under this Agreement is \$. which amount is inclusive of any sales tax payable by the Contractor hereunder.

B. Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices shall be submitted to the Project Manager for approval prior to payment.

No final payment shall be made until the project is accepted by the City.

VI. **EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VII. **ACCOUNTING AND AUDIT:** The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

VIII. **LIABILITY AND INSURANCE:**

A. The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional tort, or breach of duty by the Contractor, its agents,

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employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

C. The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

D. The Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

1. Workers Compensation:	Statutory Amount
2. Broad Form Comprehensive General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
3. Automobile Liability:	\$1,000,000

Said insurance shall be primary and noncontributory with any other insurance for which the City is a named insured.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City for approval at least annually.

IX. **COMPLIANCE WITH LOCAL LAWS:** The Contractor shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

X. **TERMINATION; REDUCTION IN FUNDING:**

A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of

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termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

D. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in the City's sole discretion.

E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XI. **ASSIGNMENT:** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XII. **VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XIII. **STATUS OF CONTRACTOR:** Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, maintains a separate set of

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books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number.

XIV. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

XV. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVI. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City:	City of Bellingham 210 Lottie Street Bellingham, WA 98225
Contractor:	Attn:
	Attn:

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this the _____ day of _____, 2026, for the Contractor:

City of Bellingham

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Annual Confined Space Standby-Rescue Services

Attachment B Price Proposal Form

PROPOSERS BUSINESS NAME:

Labor Rates					
Item	Description	Standard Rates	Daily Overtime Rates	Saturday Overtime	Sunday/Holiday Overtime
1.	Rescue Technician	\$ /HR	\$ /HR	\$ /HR	\$ /HR
2.	Supervisor	\$ /HR	\$ /HR	\$ /HR	\$ /HR
3.		\$ /HR	\$ /HR	\$ /HR	\$ /HR
4.		\$ /HR	\$ /HR	\$ /HR	\$ /HR
<u>Contractor to indicate what rescue/field equipment is included with services:</u>					
Additional Potential Charges					
5.	All Rescue/Field Equipment not included with service.	Please provide a list of equipment needed to provide services as a separate attachment and include rates.			
6.	Travel and Lodge	\$ _____/per day			
7.	Misc. Charges (Please Specify)	\$ _____/per			
8.	Misc. Charges (Please Specify)	\$ _____/per			

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9.	Misc. Charges (Please Specify)	\$ _____/per
10.	Mock Job #1- Clarifier (Attachment A)	\$ _____
How quickly can you respond in an emergency?		_____HR(S)
Emergency Mobilization Fee		\$ _____

Price(s) shall include all labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

The undersigned as Proposer, declares that the only persons or parties interested in this proposal are made without collusion with any person, firm or corporation. Your signature on this document, should you be awarded the contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the "exceptions" portion of the proposal.

Company Name: _____
Address: _____
City/State/Zip Code: _____
Phone: _____ **Email:** _____
Signature: _____
Print Name: _____

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Please provide your detailed safety protocols, means and methods as a separate attachment for a 10-hour period permit-required confined space rescue for the mock jobs based on the information provided below, and include a detailed breakdown of estimated time and costs. Enter the total job costs above.

Mock Job #1 – Primary Clarifier (for evaluation purposes).

Details:

The concrete tank has a 50-foot radius and is approximately 15-feet to 20-feet deep. The tank has an aluminum dome cover with one hatch access point. There is an outer channel that will need to be accessed and a weir wall that will need to be climbed to access the center of the tank. There is a davit arm at the entry point which can be used to retrieval. There are numerous connections to the space, drain piping, primary sludge line, foul air ducting (negative air) and utility water nozzles. There is a rake arm mechanism in the tank that will need to be disabled prior to entry.

