

REQUEST FOR PROPOSAL

BENTON AND FRANKLIN COUNTIES BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

5606 West Canal Place, Suite 106
Kennewick, WA 99336
(509) 783-2151, Fax (509) 736-2728

May 26, 2015

PROPOSALS DUE:

NOT LATER THAN 5:00 PM, FRIDAY, June 29, 2015

LATE PROPOSALS WILL NOT BE ACCEPTED

An OPTIONAL building walk through is available. Please contact Maintenance Supervisor, Jim Stedman at (509) 783-2151 ext. 2741 to schedule your walk through. The walk through will be held at the Juvenile Justice Center located at 5606 West Canal Place, Suite 106, Kennewick, Washington.

Electronic copies of this RFP and attachments can be obtained by contacting Toni Lehman, Senior Administrative Secretary for the Benton Franklin Counties Juvenile Justice Center at Toni.Lehman@co.benton.wa.us

All Proposal documents shall be submitted to the Benton Franklin Counties Juvenile Justice Center via mail to the above address or via email to Toni.Lehman@co.benton.wa.us in accordance with the terms and conditions of this RFP.

**REQUEST FOR PROPOSAL
JANITORIAL SERVICES FOR
BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

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1. GENERAL REQUIREMENTS

A. TERM OF CONTRACT SERVICE

- a. **CONTRACT PERIOD:** The period for which janitorial services shall be provided in accordance with these specifications is defined within Section 2 of the Personal Service Contract Terms and Conditions. Term shall be October 1, 2015 through September 30, 2017.

B. CONTRACT

The successful bidder (hereinafter referred to as "Contractor") shall execute an appropriate contract with Benton-Franklin Counties Juvenile Justice Center (hereinafter referred to as "Counties") for a term of twenty-four (24) months. The contract shall be subject to and incorporate by reference all bid documents including the Specifications, Floor Plan, Contractor Proposal, and Prevailing Wage Rates within ten (10) days after the date of award.

C. BONDS AND LICENSES

- a. The Contractor shall be licensed to do business in the State of Washington and shall submit a copy of their current business license with his/her Qualification Statement.
- b. The Contractor shall furnish an annual performance bond with sufficient sureties acceptable to the Counties in an amount equal to 100% of the contract sum as security for the performance by the Contractor of this contract prior to starting on site, and thereafter for each year the contract is extended. The bond shall be furnished prior to the beginning date of the extended contract year. Failure to furnish this bond will cause the Contractor's proposal to be rejected and the Counties shall consider other proposals that have met all specified requirements.
- c. The Contractor shall furnish an annual labor and materials payment bond with the sufficient sureties acceptable to the Counties in an amount not less than 100% of the annual contract sum as security for the payment of all persons performing labor or providing materials pursuant to this contract. This bond shall be furnished to the Counties prior to starting on site, and thereafter for each year the contract is extended. The bond shall be furnished prior to the beginning date of the extended contract year.

D. CONTRACTOR'S FAILURE TO PERFORM

The Contractor shall be prepared to start work in accordance with the specifications, immediately upon execution of the Contract. Failure to complete the work as scheduled will result in written notice to the Contractor terminating his/her right to proceed as to the whole or any part of the contract. In the event of such termination, the Contractor shall be liable to the Counties for any excess costs for such services.

2. SERVICE SPECIFICATIONS

A. GENERAL INFORMATION

- a. Services performed under this contract shall be subject to inspection and approval of the Counties. The Cleaning Quality Requirements (CQR) set forth in Section 4 represents minimum standards.
- b. All necessary cleaning supplies and equipment needed for the performance of this contract shall be furnished by the Contractor. The Counties shall furnish all toilet and rest room supplies such as hand soaps, toilet paper, paper towels, plastic garbage bags, toilet seat liners, and sanitary bags suitable for the installed dispensers.
- c. Limited storage space will be provided for use by the Contractor to store supplies and/or equipment. The Contractor shall maintain the storage area(s), including the sink room(s) in a safe, neat and orderly manner. All tools and equipment shall be maintained in a clean and safe condition at all times and neatly stored each night in the assigned storage area(s).
- d. The Counties shall not be responsible for any loss of or damage to the Contractor's supplies, materials, equipment or the personal belongings of the Contractor's employees caused by fire, theft, vandalism or other conditions.

B. CONTRACTOR'S SUPERVISION AND QUALITY CONTROL PROGRAM

The Contractor shall provide supervision and quality control inspections of the building areas included in the contract.

C. CONDUCT OF CONTRACTOR'S EMPLOYEES

- a. The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones, computers, copiers, fax machines or other office equipment intended for County use. The Contractor and his/her employees must acknowledge that all written material in the offices are considered confidential and are not to be read or reviewed by the Contractor or his/her employees.
- b. All "lost and found" articles will be turned into the Counties Facilities Manager or designee.
- c. The Contractor shall require his/her employees to comply with the instructions pertaining to conduct and building regulations issued by the Counties.
- d. The Contractor's employees shall maintain the building security by not unlocking doors or gates to let anyone into the building during the performance of their duties under the contract. The Contractor and his/her employees shall enter and exit through detention. The Contractor and his/her employees shall sign in and out when entering and leaving detention.

- e. The Contractor will not permit any employee or agent who has been determined by the Counties to be unsuitable to work or provide services under this contract to enter the Benton Franklin Counties Juvenile Justice Center.
- f. Prior to performing any duties, the Counties will conduct security background checks on the Contractor's employees or agents performing any work or service at the Benton- Franklin Counties Juvenile Justice Center. The Counties shall have the right to reject any of the Contractor's employees.
- g. While performing janitorial services on Counties premises, Contractor employees shall not possess any firearms or other deadly weapons, and shall not bring in the Benton-Franklin Counties Juvenile Justice Center any weapon or implement prohibited by law or court order.
- h. Contractor employees shall not store any personal items unrelated to the performance of their work on or upon COUNTIES premises at any time.

3. BUILDING OFFICE HOURS AND CLEANING SCHEDULE

- A. Duties shall be performed five (5) days per week, Monday through Friday, starting no earlier than 5:30 PM. Areas in detention are to be cleaned first followed by the Administration Building. If a legal holiday occurs on a scheduled cleaning day, the cleaning shall be done on the next workday. The Cleaning Frequency Schedule set forth in Section (4) is provided as a minimum requirement to maintain the building areas at the highest standard.
- B. In case of any emergency condition at the Benton-Franklin Counties Juvenile Justice Center, including but not limited to the flooding of a particular section of the building, the Contractor shall, at the direction of the Counties: (1) provide additional resources adequate to respond to janitorial needs created by the emergency, while performing the work required under this contract (2) divert resources to respond to the janitorial needs created by the emergency.

4. CLEANING QUALITY REQUIREMENTS (CQR)

IMPORTANT: CONTRACTOR shall remind its employees that often restrooms continue to be utilized by COUNTY employees after hours. Therefore, when cleaning restrooms utilized by members of the opposite sex as any given CONTRACTOR employee, such employee shall employ appropriate preventative measures to reduce the chances of inadvertent invasion of privacy. These measures shall include announcing loudly into the open restroom door "Janitor – coming in to clean – anyone in there?" at least twice, and then ascertaining that the restroom is unoccupied prior to entering, and propping the door open with a pail or other indicator that the restroom is closed for cleaning, for the entire time the janitor is inside. Under no circumstances shall janitors commence cleaning of a

restroom utilized by members of the opposite sex while anyone of the opposite sex is inside for any reason.

This section outlines the minimum acceptable standards for services performed under this contract.

- A. GENERAL CLEAN UP OF AREAS AND SURFACES: Collect and remove from interior space all garbage from waste cans and all other discarded material. Remove gum and other sticky substances from all surfaces. Wipe dirt, grease, smudges and fingerprints from water fountains, doorjamb and partition glass surfaces. Mop up wet areas resulting from bad weather or accidental spills.
- B. SERVICING: Maintain an adequate supply of paper towels, toilet paper and seat covers in the installed dispensers in the toilet rooms. Fill soap dispensers. Empty and dispose of material in waste cans.
- C. DUSTING: Dust shall be removed directly from areas in which it lies by appropriately treated dusting cloths, vacuum tools, or by other methods. Use of a feather duster is not permitted. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
 - a. There shall be no dust streaks.
 - b. Corners, crevices, moldings and ledges shall be free of dust.
 - c. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
- D. DAMP-WIPING: Use a clean cloth or sponge soaked in a neutral solution to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then dry to provide a polished appearance. In toilet areas, disinfectant cleaners shall be used.
- E. CLEANING AND DISINFECTING: Clean and disinfect metal push plates, kick plates, and door hardware.
- F. WOOD POLISHING: Polish the courtroom benches and courtroom wood surfaces by damp-wiping and drying with a suitable cloth for a polished appearance to be obtained.
- G. FLOOR MAINTENANCE
 - a. GENERAL: Upon completion of work, all furniture and equipment must be returned to its original position. Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations. Corners, crevices, molding, and ledges shall be free of dust and debris. CONTRACTOR will warn occupants of wet and/or slippery floor conditions. All waxed surfaces shall be maintained so as to provide safe, non-slip-walking conditions.
 - b. SWEEPING AND DAMP MOPPING: After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind or under furniture, behind doors, on stair landings or treads. No

dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under tables or chairs.

- c. **WET-MOPPING AND SCRUBBING:** The floors shall be thoroughly swept to remove visible dirt and debris. Upon completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc.; properly rinsed, and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry, corners and cracks clean.
 - d. **FLOOR FINISHING:** The job of floor finishing includes the cleaning and applying of finish to vinyl and linoleum floor surfaces. In the event of wax buildup, discoloration, intermixing of sand during inclement weather or change to a different brand of wax, complete removal or stripping of former waxes will be required. Extremely stubborn spots, gum, rust, burns, etc. shall be removed. Care shall be exercised so that baseboards, walls and furniture shall not be splashed or marred. Wax shall contain approved non-slip characteristics. In heavy traffic areas, apply 4 coats of wax buffing between coats. Final coat of wax shall be machine polished.
 - e. **CARPETS:** Carpets shall be maintained free of spots, traffic dirt, surface dirt, dust balls, and debris to provide a clean appearance at all times.
 - f. **CARPET SHAMPOOING:** shampoo or like cleaning of specified carpets
 - g. **REST ROOMS AND SHOWERS:** Special attention shall be given to floors below urinals and commodes for elimination of odors and stains and to provide a clean appearance throughout. A disinfectant cleaner shall be used; all trash receptacles emptied and paper supplies replenished.
- H. **WINDOW WASHING AND GLASS CLEANING:** After each washing operation, all glass shall be cleaned and free of dirt, grime and streaks, excessive moisture, and shall not be cloudy. Windows, doors and partition glass shall be washed on both sides. Wipe window sashes, sills, frames, metal, or woodwork with chamois or cloth to remove water spots. Lay protective covering as required to prevent damage to adjacent surfaces, fixtures and furniture. Use pads to protect windowsills when standing on or placing material on them. Pads and/or cloths necessary to protect County property shall be furnished by the Contractor.
- I. **PORCELAIN CLEANING:** Porcelain fixtures (washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.

5. CLEANING FREQUENCY SCHEDULE (CFS)

A. FIVE DAYS PER WEEK (MONDAY THROUGH FRIDAY)

- a. Areas highlighted in blue in Exhibit B the following CQR's: RESTROOMS AND SHOWERS, SERVICING, WET-MOPPING AND SCRUBBING, and PORCELAIN CLEANING.
- b. Administrative Building in its entirety regardless of highlighted color in Exhibit B and the Detention areas highlighted in orange in Exhibit C the following CQR: GENERAL CLEAN UP OF AREAS AND SURFACES.
- c. Areas highlighted in yellow in Exhibit B the following CQR: SWEEPING AND DAMP MOPPING AND CARPETS.
- d. Areas highlighted in green in Exhibit B the following CQR: WINDOW WASHING AND GLASS CLEANING.

B. MONDAY, WEDNESDAY, AND FRIDAY

- a. Areas highlighted in pink in Exhibit C: the following CQR's: RESTROOMS AND SHOWERS, SERVICING, WET MOPPING AND SCRUBBING, AND PORCELAIN CLEANING.
- b. Administrative Building in its entirety regardless of highlighted color in Exhibit B the following CQR: CLEANING AND DISINFECTING.

C. ONCE WEEKLY

- a. Administrative Building in its entirety regardless of highlighted color in Exhibit B and the Detention areas highlighted in orange in Exhibit C the following CQR's: CARPETS AND SWEEPING AND DAMP MOPPING.
- b. All areas highlighted in yellow in Exhibit B the following CQR: DUSTING.

D. ONCE PER MONTH

- (1) Courtroom the following CQR: WOOD POLISHING

ADDITIONAL ITEMS TO BE BID ON SEPERATELY PLEASE PROVIDE QUOTES IN ADDITION TO THE BASE BID.

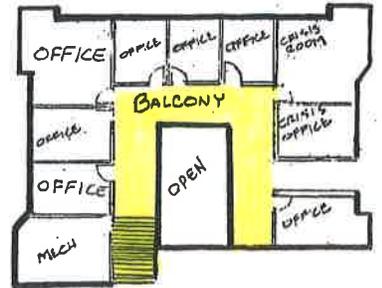
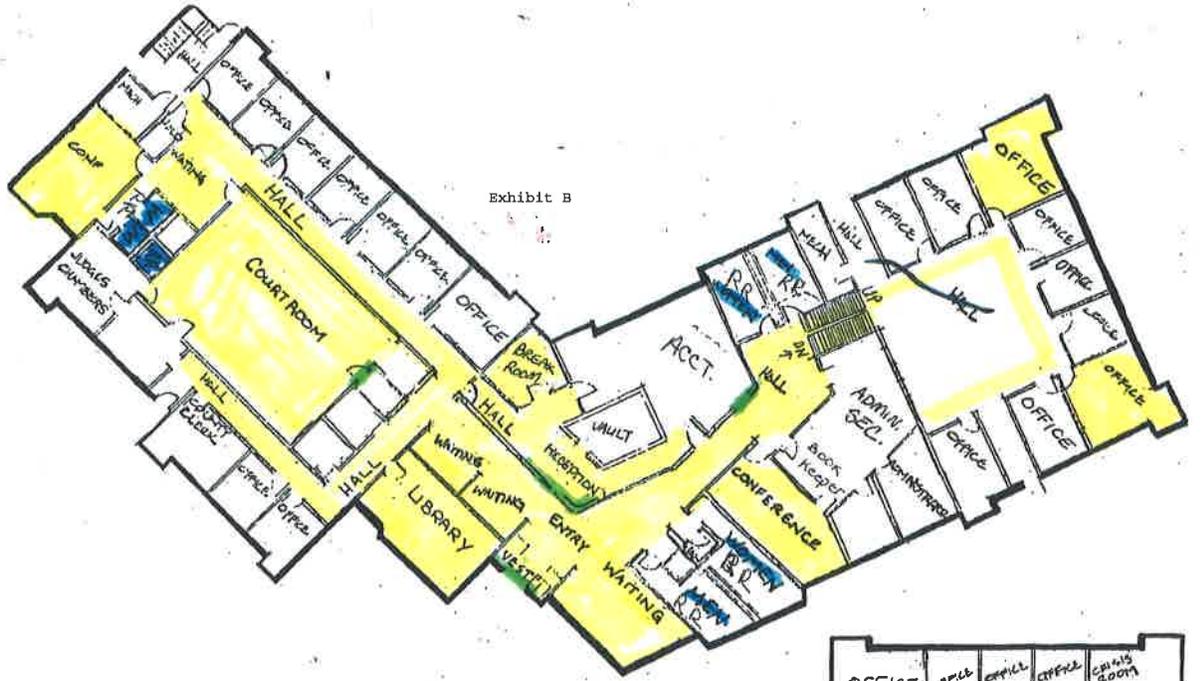
- (1) Four times per year WINDOW WASHING AND CLASS CLEANING of exterior windows of the Administrative Building in its entirety regardless of highlighted color in Exhibit B.

- (2) Two times per year CARPET SHAMPOOING of the carpets in the reception area, down the hallway to detention, and down the hallway to the Commissioner Office.

- (3) Two times per year WINDOW WASHING AND GLASS CLEANING of all interior windows highlighted in yellow in Exhibit B.

- (4) Two times per year FLOOR FINISHING of the Detention Center in its entirety regardless of highlighted color in Exhibit C and the Administrative Building in its entirety regardless of highlighted color in Exhibit B.

Exhibit B



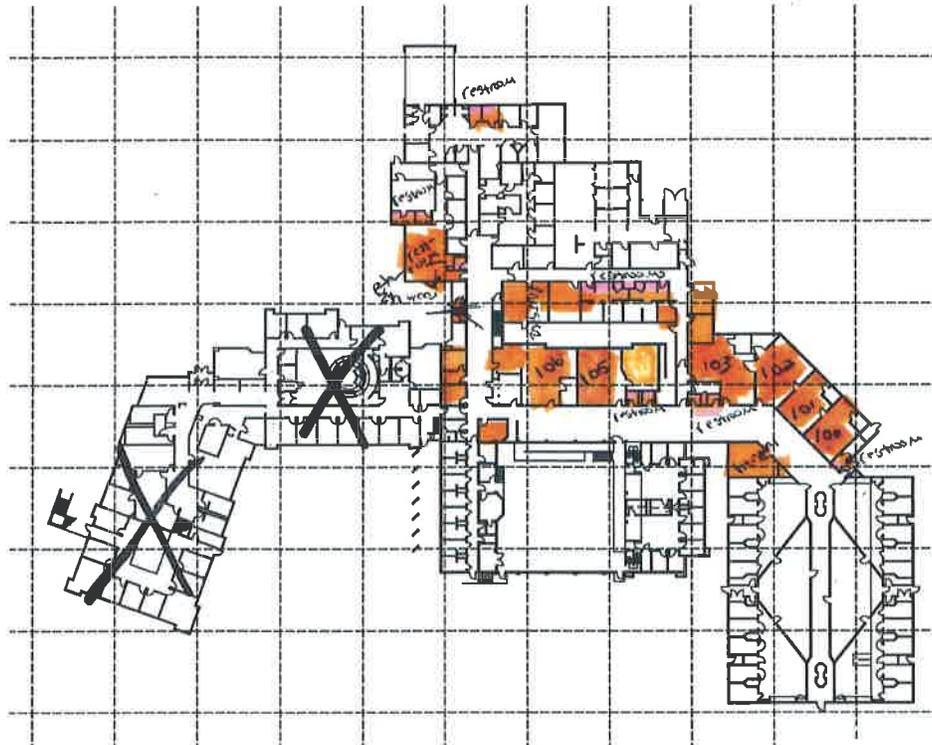


Exhibit C

Exhibit D
**BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and [name of contractor and contractor's legal form, i.e. "Inc" or "LLC" if applicable], with its principal offices at [contractor's address], (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following documents [This Section should list any exhibits and/or attachments used]:

- a. [Terms and Conditions;]
- b. [Exhibit A, Scope of Work; and]
- c. [Exhibit B, Compensation.]

2. DURATION OF CONTRACT

The term of this Contract shall begin [insert either "immediately upon execution by the COUNTIES" or insert alternate date], and shall expire on [date]. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. [In this Section, describe the services to be performed, or attach an exhibit, usually labeled "Exhibit A" and titled "Scope of Work" or "Scope of Services". If an exhibit(s) is used, then use the following language for this section:] A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and

materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR: [Insert name and address]
- b. For COUNTIES: [Insert name and address]

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. [In this Section, describe the compensation to be paid, or attach an exhibit, usually labeled "Exhibit B" and titled "Compensation" or "Budget". A third alternative is to combine Scope of Services and Compensation in one attachment, Exhibit A, and title it "Scope of Services and Compensation". If an exhibit(s) is used, then use the following language for this section:] A detailed description of the compensation to be paid by the COUNTIES is set forth in Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed \$_____.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- d. The CONTRACTOR may, in accordance with [Exhibit B], submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the Counties. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this

Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTIES, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Commercial Auto Liability Insurance shall include coverage for owned, non-owned and hire autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTIES for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form.

e. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES as an "Additional Insured" and shall not be reduced or canceled without thirty (30) days written

prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance are to be provided to the Counties Contract Representative referenced in Section 4.b.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES Contract Representative referenced in Section 4. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager at the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

9. **TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services

accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe

benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of

1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction.

The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington

and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of

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mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. FACILITY SECURITY

- a. CONTRACTOR acknowledges that the buildings on the Benton-Franklin Counties Juvenile Justice Center Campus are considered secure facilities and that breach of security by way of employing unfit persons to work in or upon such facilities may be detrimental to the safety of the Benton-Franklin Counties employees and members of the general public who transact business in such facilities.

- b. Prior to being permitted to assume duties pursuant to this contract on County property, Contractor employees shall pass a thorough background investigation. In order to accomplish that, prior to assigning any employee to duties pursuant to this contract on County property, Contractor shall supply the Benton-Franklin Counties Juvenile Justice Center with all information on the employees who are to assume duties pursuant to this contract, as required by COUNTIES to accomplish this task.

- c. Security clearance shall be granted or revoked at the sole discretion of the Benton-Franklin Counties Juvenile Justice Center Administrator, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. Counties reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance. The background investigation process may involve requiring Contractor employees to fill out statements, which may or may not be under oath.

Contractor shall ensure that such statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance. Contractor shall maintain employees who are recipients of County Security Clearance above and beyond those actually required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing or similar needs without resorting to employees who are not the recipient of security clearances.

- d. Contractor shall implement policies pertaining to employees who are the subject of Counties security clearances requiring them to report to Contractor within 24 hours of: being arrested or convicted of any crime; being told they are a subject in any crime; becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission; and/or being served with a summons and complaint related to their duties pursuant to this contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. Contractor shall in turn, notify County in writing within 24 hours of receiving such notification from one of its employees.
- e. In the event the Benton-Franklin Counties Juvenile Justice Center Administrator determines that it is appropriate to revoke any person's security clearance, he/she shall do so in writing directed to Contractor and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall become effective immediately upon verbal notification, if made, as long it is followed by written notification to Contractor. Upon such notification, it shall be Contractor's duty to replace the employee whose security clearance is revoked, with another suitable employee.
- f. While performing janitorial services on COUNTIES premises, CONTRACTOR employees shall not possess any firearms or other deadly weapons, and shall not bring in the Benton-Franklin Counties Juvenile Justice Center any weapon or implement prohibited by law or court order.
- g. CONTRACTOR employees shall not store any personal items unrelated to the performance of their work on or upon COUNTIES premises at any time.

27. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

28. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTIES by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.