

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING THE INVITATION FOR BIDS (CB 14-17)
FOR THE PROVISION OF JANITORIAL SERVICES AT VARIOUS BENTON
COUNTY LOCATIONS**

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners that specifications and an Invitation for Bids for janitorial services for designated portions of the Benton County Justice Center, Benton County Health District Building (including Human Services), Benton County Annex, Benton County Coroner's Office, Richland Auditor's Office, Benton County Courthouse (Prosser), Benton County Planning (Prosser), Benton County WSU Extension (Prosser), and the Prosser Road Maintenance Shop be advertised pursuant to the provisions of RCW 36.32.250, as more fully described in the bid specifications; and

BE IT FURTHER RESOLVED the bids will be received by the Benton County Facilities Department, 7122 W. Okanogan Place, Bldg. A, 2nd Floor in the Commissioners' Conference Room, Kennewick, WA, 99336 located at the Benton County Justice Center until 3:30 PM on Wednesday, August 13, 2014 and not thereafter; and will be opened by representatives of Benton County at that location at 3:30 PM on Wednesday, August 13, 2014 in the Commissioners' Conference Room during a public bid opening; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation for Bids attached hereto on behalf of the Board.

Dated this 29 day of July, 2014.

JAMES BEAVER-ABSENT

Chairman of the Board

Chairman Pro-Tem

Member

Attest: Carmen McKenzie
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



INVITATION FOR BIDS – CB 14-17 JANITORIAL SERVICES

TO INTERESTED PARTIES:

Benton County (Owner) is soliciting proposals for the provision of janitorial services for designated portions of the Benton County Justice Center, 7122 W. Okanogan Pl., Kennewick, WA; Benton County Health District Bldg. (including Human Services), 7102 W. Okanogan Pl., Kennewick, WA; Benton County Annex, 5600 W. Canal Drive, Kennewick, WA; Benton County Coroner's Office, 7110 W. Okanogan Pl., Kennewick, WA; Richland Auditor's Office, 101 Wellsian Way, Suite E, Richland, WA; Benton County Courthouse, 620 Market Street, Prosser, WA; Benton County Planning, 1002 Dudley Ave., Prosser, WA; Benton County WSU Extension, 1121 Dudley Ave., Prosser, WA; and Prosser Road Maintenance Shop, 14303 N. Hinzerling Road, Prosser, WA.

This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to contract with Benton County, and only upon resolution by the Board of County Commissioners accepting such an offer, and execution of a contract, shall contractual commitments be created. Specifications and bid forms are set forth in the attached documents.

CONDITIONS

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the Contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded.

Each submitter is responsible for contacting Dean Docken, Facilities Manager, (509) 222-3722, (509) 539-5789 or dean.docken@co.benton.wa.us for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of a bid once received and opened.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, sexual orientation, handicap, or national origin in consideration for an award.

Bid packets will be available on or after July 29, 2014 at the office of the Benton County Commissioners, 620 Market Street, Prosser, WA, (509) 786-5600 and the office of Benton County Facilities, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336, (509) 783-3118 or you may request a copy of the bid packet from Dean Docken, Facilities Manager, (509) 222-3722 or (509) 539-5789 or at dean.docken@co.benton.wa.us.

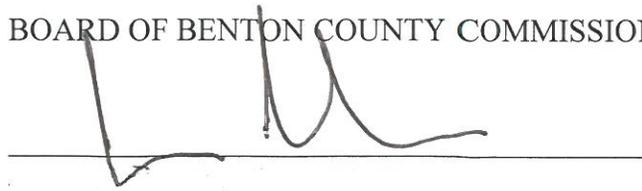
Bids must be in an opaque sealed envelope, which shall be clearly marked "Sealed Bid – Janitorial Services CB 14-17" and show the name and address of the bidder, and if mailed or sent via other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" and shall be addressed as follows:

Dean Docken
Benton County Facilities
7122 W. Okanogan Place, Bldg. A
Commissioners' Conference Room, 2nd Floor
Kennewick, WA 99336

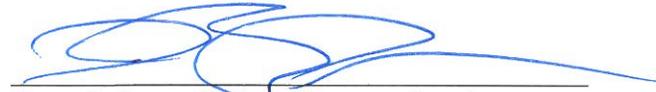
Sealed bids will be received until **3:30 PM on Wednesday, August 13, 2014** at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, 2nd Floor, Commissioners Conference Room, Kennewick, WA. Bids received after the stated time will not be accepted. The bids will be publicly opened by representatives of Benton County at **3:30 PM on Wednesday, August 13, 2014** at the above stated location. Official bid results shall be made public within 72 hours of bid opening. Bids will be evaluated on a lump-sum basis and awarded to the lowest responsible bidder. The Owner reserves the right to reject any or all bids or to waive minor technical errors in the bidding. No bids shall be withdrawn for a period of 30 days subsequent to opening of bids without the written consent of the Owner.

Dated this 29 day of July, 2014.

BOARD OF BENTON COUNTY COMMISSIONERS



Approved as to Form:



Ryan Lukson, Deputy Prosecuting Attorney
Benton County, Washington

Orig: File – CB 14-17
cc: Facilities

BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

INSTRUCTIONS TO BIDDERS

PROPOSALS FOR:

The provision of janitorial services for designated portions of the following buildings:

Benton County Justice Center, 7122 W. Okanogan Pl., Kennewick, WA
Benton County Health District Bldg., (including Human Services), 7102 W. Okanogan Pl., Kennewick, WA
Benton County Annex, 5600 W. Canal Drive, Kennewick, WA
Benton County Coroner's Office, 7110 W. Okanogan Pl., Kennewick, WA
Richland Auditor's Office, 101 Wellsian Way, Suite E, Richland, WA
Benton County Courthouse, 620 Market Street, Prosser, WA
Benton County Planning, 1002 Dudley Ave., Prosser, WA
Benton County WSU Extension, 1121 Dudley Ave., Prosser, WA
Prosser Road Maintenance Shop, 14303 N. Hinerling Road, Prosser, WA

THIS INVITATION FOR BIDS CONSISTS OF THE FOLLOWING EXHIBITS:

Exhibit A – Instructions to Bidders
Exhibit B – Specifications
Exhibit C – Floor Plans
Exhibit D – Bid Proposal Form
Exhibit E – Qualification Statement
Exhibit F – Benton County Background Check Authorization and Release Form
Exhibit G – Non-Discrimination Form
Exhibit H – "Sample" Service Contract
Exhibit I – Prevailing Wage Rates as of July 18, 2014
Exhibit J – Affidavit of Non-Collusion
Exhibit K – Bidding Requirements Checklist

PRE-BID WALK THROUGH:

All bidders are required to attend the pre-bid walk through of the facilities, which is scheduled for **Thursday, August 7, 2014 at 9:00 AM. The walk through will begin promptly at 9:00 AM.**

To attend the walk through all persons must submit a completed background check form attached hereto referenced as Exhibit F. The form must be received by **4:00 PM on Monday, August 4, 2014** either by fax at (509) 736-3062, (509) 736-2708 or in person at the security station at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA.

DEADLINE FOR BID SUBMITTAL:

Sealed bids will be received by Benton County Facilities Department at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, 2nd Floor, Commissioners' Conference Room, Kennewick, WA 99336 until **3:30 PM, Wednesday, August 13, 2014.** Bids received after the time specified will be disregarded.

BID BOND:

Each bid must be accompanied by a Cashier's check or Certified check payable to Benton County, or a Bid Bond, duly executed by the bidder as principal in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all unsuccessful bidders after the County and the accepted Contractor have executed the Contract and the successful Contractor posts the required bonds.

BIDS:

The County invites you to submit a bid to provide for services that will meet or exceed the specifications attached hereto referenced as Exhibit B.

Price quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the net bid amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues that may result from a contract pursuant to this Invitation for Bid.

Your bid must be submitted on the official bid proposal form enclosed (or in identical format) and in a sealed envelope clearly marked "Invitation for Bids - Janitorial Services - CB 14-17". Bids may be mailed or hand delivered and addressed as follows:

Dean Docken
Benton County Facilities
7122 W. Okanogan Place, Bldg. A, 2nd Floor
Kennewick, WA 99336

Bids must be submitted in sufficient time to be received at the Facilities Office prior to **3:30 PM, Wednesday, August 13, 2014. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest proposal.

This document and the materials enclosed herewith constitute a request to submit bids only and does not represent an offer by Benton County. Bids submitted in response hereto shall constitute offers to sell the services meeting Benton County specifications. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual commitment be created.

The successful applicant shall be required to sign documents necessary to enter into a Contract in the form of Exhibit H with Benton County within ten (10) days, starting the next calendar day after acceptance of the Contractor's bid by resolution of the Board of County Commissioners.

Applicants shall submit specifications of their bid, showing its compliance with the County's requirement on the enclosed bid sheet. As a MINIMUM, each of the items listed in the specifications should be addressed. Any additional features promoted by the applicant should emphasize the benefits, but also address the impact of such features on the price quoted.

LICENSES:

All contractors shall have a current contractor's license for the State of Washington and any special license, if applicable, for work to be performed.

INSURANCE:

Bidder is required to submit proof of insurance in the amounts and the form provided in Exhibit H, Section 9 with its bid.

The bidder shall obtain and maintain continuously said insurance throughout the term of its Contract if its bid is accepted.

PERFORMANCE/PAYMENT BOND:

Upon written notice of award, the Contractor shall furnish a performance bond and labor and materials payment bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

RETAINAGE:

Retainage will be 5% for work completed and released after the Contract expiration or termination and Affidavit of Wages Paid has been received.

PREVAILING WAGES:

Prevailing wages are required for this project. Statement of intent to pay prevailing wages must be submitted directly to county's contract representative. At the completion of the work, contractor shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries. Employers must submit the intent and affidavit forms (approved and certified by the Department) to the agency administering the contract in order to receive payment. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work or at the end of each year the contract is in place. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported.

SPECIFICATIONS

1) GENERAL REQUIREMENTS

a) TERM OF CONTRACT SERVICE

- i) **CONTRACT PERIOD:** The period for which janitorial services shall be provided in accordance with these specifications is defined within Section 2 of the Public Works Contract Terms and Conditions set forth in Exhibit H.

b) CONTRACT

The successful bidder (hereinafter called “Contractor”) shall execute a contract in the form of Exhibit H with Benton County for a term of twenty-four (24) months which shall be subject to and incorporate by reference all bid documents including but not limited to the Specifications, Floor Plan, Bid Proposal Form, and Prevailing Wage Rates within ten (10) days after the date of award.

c) BONDS AND LICENSES

- i) 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.
- ii) The Contractor shall furnish a performance bond, with sufficient sureties acceptable to Benton County, 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. Failure to furnish this bond will cause the Contractor’s proposal to be rejected and the County shall consider other proposals that have met all specified requirements.
- iii) The Contractor shall furnish a labor and materials payment bond with the sufficient sureties acceptable to Benton County in an amount not less than 100% of the 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 Benton County prior to starting on site.

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 County for any excess costs for such services.

2) SERVICE SPECIFICATIONS

a) GENERAL INFORMATION

- i) Areas to be cleaned do not include building equipment, mechanical and emergency power rooms, jail facilities, or court office security areas.

- ii) Services performed under this contract shall be subject to inspection and approval of the contracting officer or his/her designee. The Cleaning Quality Requirements set forth in Section 3 represent minimum standards.
 - iii) All necessary cleaning equipment and disposable materials needed for the performance of this contract shall be furnished by the Contractor and shall conform to existing dispensers.
 - iv) 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 clean and safe condition at all times; and be neatly stored each night in the assigned storage area(s).
 - v) The County 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*
- i) The Contractor shall provide supervision and quality control inspections of the building areas included in the contract.
 - ii) The Contractor shall develop and submit an inspection form at the end of each month, indicating dates the carpets were cleaned, waxing of floors, and washing of windows. Such forms shall evidence that a supervisory employee of Contractor's has inspected the work completed and certifies that it meets with applicable standards pursuant to this Exhibit and the rest of the Contract. Completed forms shall be delivered to the County concurrent with an invoice for payment and shall be a pre-requisite to any payment becoming due.
- c) *CONDUCT OF CONTRACTOR'S EMPLOYEES*
- i) 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.
 - ii) All "lost and found" articles will be turned into the Facilities Manager or designee.
 - iii) The Contractor shall require his/her employees comply with the instructions pertaining to conduct and building regulations issued by the contracting officer.
 - iv) 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.
 - v) In its performance of services specified in the contract documents, the Contractor shall not permit any employee or agent to perform work or services in any County building if it has been determined, in the sole discretion of the County that a particular employee is unsuitable to work or provide services in County facilities.

- vi) The County shall have the right to and shall conduct background security checks on the Contractor's employees or agents performing any work or service in the Benton County Justice Center. The County shall have the right to reject any of the Contractor's employees.

d) *BUILDING CLEANING SCHEDULE*

- i) BENTON COUNTY JUSTICE CENTER – Janitorial services for high traffic areas, as highlighted in yellow in Exhibit C, shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. Janitorial service for low traffic areas, as highlighted in pink in Exhibit C, shall be performed three (3) days per week, Monday, Wednesday, and Friday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- ii) BENTON COUNTY HEALTH DISTRICT BUILDING (INCLUDING HUMAN SERVICES) – Janitorial services for high traffic areas, as highlighted in yellow in Exhibit C, shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. Janitorial service for low traffic areas, as highlighted in pink in Exhibit C, shall be performed three (3) days per week, Monday, Wednesday, and Friday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- iii) BENTON COUNTY ANNEX (KENNEWICK) – Janitorial services shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- iv) BENTON COUNTY COURTHOUSE (PROSSER) - Janitorial services shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- v) BENTON COUNTY PLANNING (PROSSER) - Janitorial services shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- vi) BENTON COUNTY WSU EXTENSION (PROSSER) - Janitorial services shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM.

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 recommendation to maintain the building areas at the highest standard.

- vii) BENTON COUNTY CORONER'S OFFICE – Janitorial services shall be performed two (2) days per week, Tuesday and Thursday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- viii) RICHLAND AUDITOR'S OFFICE – Janitorial services shall be performed two (2) days per week, Tuesday and Thursday, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.
- ix) PROSSER ROAD MAINTENANCE SHOP– Janitorial services shall be performed twice per month, beginning at 5:00 PM. 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 recommendation to maintain the building areas at the highest standard.

e) SUPPLIES MATERIALS AND EQUIPMENT

The Contractor shall furnish all toilet and rest room supplies, such as hand soaps, double ply toilet paper, paper towels, plastic garbage bags, etc. suitable for the installed dispensers within the designated areas as provided in Exhibit C. The County reserves the right to set standards for quality on all supplies.

f) EMERGENCY WORK

In the case of any emergency condition at the Benton County Justice Center Campus, including but not limited to the flooding of a particular section of the building, the Contractor shall, at the direction of the contracting officer: (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.

3) 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, doorjambes and partition glass surfaces. Mop up wet areas resulting from bad weather or accidental spills.
- b) *SERVICING*: Maintain an adequate supply of paper towels, two-ply 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. Desks shall be dusted if obviously cleared off for dusting or only if the desk is free from loose papers. No files, paperwork or baskets shall be moved in the process of dusting a desk. 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:
 - i) There shall be no dust streaks.
 - ii) Corners, crevices, moldings and ledges shall be free of dust.
 - iii) 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) *BRIGHT METAL POLISHING*: Polishing of bright metal push plates, kick plates, bright brass or door hardware may be performed by damp-wiping and drying with a suitable cloth if a polished appearance is obtained.
- f) *FLOOR MAINTENANCE*
 - i) *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.
 - ii) *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, or

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

- iii) **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.
- iv) **FLOOR FINISHING:** The job or 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 for 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.
- v) **CARPETS:** Carpets shall be maintained free of spots, traffic dirt, surface dirt, dust balls, and debris to provide a clean appearance at all times.
- vi) **REST ROOMS AND SHOWERS:** Special attention shall be given to floors about 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.
- vii) **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 preventing damage to adjacent surfaces, fixtures and furniture. Cleaners shall use pads to protect windowsills when standing on or placing material on them and all such pads and/or cloths necessary to protect County property shall be furnished by the Contractor. Windows which require cleaning on both sides will have the inside and outside cleaning performed on the same day, with the exception of the exterior second floor windows which will be cleaned by the County and the interior first floor windows in the County cleaned security areas only. Exterior first floor windows, in County cleaned security areas, will be cleaned by the Contractor.
- viii) **PORCELAIN AND CHINA WARE CLEANING:** Porcelain and china 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.

4) CLEANING FREQUENCY SCHEDULE (CFS)

a) **BENTON COUNTY JUSTICE CENTER** – the following CFS will be used on high traffic areas – as highlighted in yellow on Exhibit C.

i) DAILY

- (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
- (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.

iii) MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Windows: All exterior wall windows on the first & second floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
- (3) Oak Wood: Cleaned and oiled.

b) **BENTON COUNTY JUSTICE CENTER** - the following CFS will be used on low traffic areas – as highlighted in pink on Exhibit C.

i) DAILY – Monday, Wednesday, and Friday

- 1) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- 2) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks

removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) BI-WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.

iii) MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (1) Windows: All exterior wall windows on the first floor and second floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.

v) SEMI-ANNUALLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Oak Wood: Cleaned and oiled.

c) ***BENTON COUNTY HEALTH DISTRICT BUILDING (INCLUDING HUMAN SERVICES)*** – the following CFS will be used on high traffic areas – as highlighted in yellow on Exhibit C.

i) DAILY

- (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
- (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.

iii) MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Windows: All exterior wall windows on the first and second floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
- (3) Oak Wood: Cleaned and oiled.

d) ***BENTON COUNTY HEALTH DISTRICT BUILDING (INCLUDING HUMAN SERVICES)*** - the following CFS will be used on low traffic areas – as highlighted in pink on Exhibit C.

i) DAILY– Monday, Wednesday, and Friday

- (1) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- (2) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) BI-WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.

iii) MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (4) Windows: All exterior wall windows on the first and second floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.

iv) SEMI-ANNUALLY

- 1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.

- 2) Oak Wood: Cleaned and oiled.
- e) **BENTON COUNTY ANNEX (KENNEWICK)** – the following CFS will be used as highlighted in yellow on Exhibit C.
- i) DAILY
 - (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
 - (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
 - (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.
 - ii) WEEKLY
 - (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.
 - iii) MONTHLY
 - (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.
 - iv) QUARTERLY
 - (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
 - (2) Windows: All exterior wall windows on the first floor and second floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
 - (3) Oak Wood: Cleaned and oiled.
- f) **BENTON COUNTY COURTHOUSE (PROSSER)** - the following CFS will be used – as highlighted in yellow on Exhibit C.
- v) DAILY
 - (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.

- (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

v WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.

v MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

v QUARTERLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Oak Wood: Cleaned and oiled.

v SEMI-ANNUALLY

- (1) Windows: All exterior wall windows on the first, second & third floor, except the inside windows in security areas shall washed on the inside and outside. Wash the interior windows except for secured areas. The first service will be in the month of September and the second service in the month of May.

g) ***BENTON COUNTY PLANNING – PROSSER*** – the following CFS will be used – as highlighted in yellow on Exhibit C.

i) DAILY

- 1) Restroom Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
- 2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- 3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.
- iii) MONTHLY
- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.
- iv) QUARTERLY
- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
 - (2) Oak Wood: Cleaned and oiled.
- v) SEMI-ANNUALLY
- (1) Windows: All exterior wall windows except the inside windows in security areas shall washed on the inside and outside. Wash the interior windows except for secured areas. The first service will be in the month of September and the second service in the month of May.
- h) **BENTON COUNTY WSU EXTENSION (PROSSER)** - the following CFS will be used – as highlighted in yellow on Exhibit C.
- i) DAILY
- 1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
 - 2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
 - 3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.
- ii) WEEKLY
- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.
- iii) MONTHLY
- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Oak Wood: Cleaned and oiled.

v) SEMI-ANNUALLY

- (1) Windows: All exterior wall windows except the inside windows in security areas shall washed on the inside and outside. Wash the interior windows except for secured areas. The first service will be in the month of September and the second service in the month of May.

i) ***BENTON COUNTY CORONERS OFFICE*** – the following CFS will be used - as highlighted in green on Exhibit C.

i). DAILY – Tuesday and Thursday

- 1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
- 2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- 3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) BI-WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.

iii) MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (1) Windows: All exterior wall windows, except the inside windows in security areas, shall be washed on the inside and outside.

v) SEMI-ANNUALLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Oak Wood: Cleaned and oiled.

j) ***RICHLAND AUDITOR'S OFFICE*** - the following CFS will be used - as highlighted in green on Exhibit C.

i) DAILY – Tuesday and Thursday

- (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
- (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) BI-WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor.

iii) MONTHLY

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) QUARTERLY

- (1) Windows: All exterior wall windows, except the inside windows in security areas, shall be washed on the inside and outside.

v) SEMI-ANNUALLY

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Oak Wood: Cleaned and oiled.

k) ***PROSSER ROAD MAINTENANCE SHOP*** – the following CFS will be used - as highlighted in red on Exhibit C.

i) TWO TIMES PER MONTH

- 1) Gather all waste and place contents for disposal. Insert new liners when needed.
- 2) Sweep and/or dust mop all floor surfaces.
- 3) Vacuum clean all carpeted areas.
- 4) Dust counters and file cabinets.
- 5) Dust all ledges and other flat surfaces within reach.

- 6) Dust under all desk items such as telephones, calculators, etc.
- 7) Clean counters and sinks in lunchrooms, break rooms and coffee bars.
- 8) Refill dispensers at all sinks in lunchrooms, break rooms and coffee bars.
- 9) Vacuum and/or sweep entrance mats.
- 10) Wash entrance door glass.
- 11) Wash all drinking fountains with disinfectant.
- 12) Damp mop floors with general cleaning solution.
- 13) Clean and sanitize restroom fixtures and chrome fittings.
- 14) Clean and refill restroom dispensers from Customer's stock.
- 15) Spot wash restroom walls, partitions and doors.
- 16) Clean restroom mirrors.
- 17) Wet mop restroom floors.
- 18) Sanitize toilets, toilet seats and urinals.
- 19) Properly arrange furniture.
- 20) Keep janitor closet neat and orderly.
- 21) Renew and buff floors six (6) times per year.
- 22) Scrub and recoat floors five (5) times per year.
- 23) Strip and wax floors one (1) time per year.

Exhibit C: Floor Plans

Cleaned Monday, Tuesday, Wednesday, Thursday and Friday

- Justice Center - Approx. 47,640 Sq Ft
- Health Bldg. - including Human Services – Approx. 24,800 Sq Ft
- Annex (Kennewick) – Approx. 10,812 Sq Ft
- Courthouse (Prosser) – Approx. 30,472 Sq Ft
- Planning (Prosser) – Approx. 3,824 Sq Ft
- WSU Extension (Prosser) – Approx. 1,442 Sq Ft.

Cleaned Monday, Wednesday and Friday

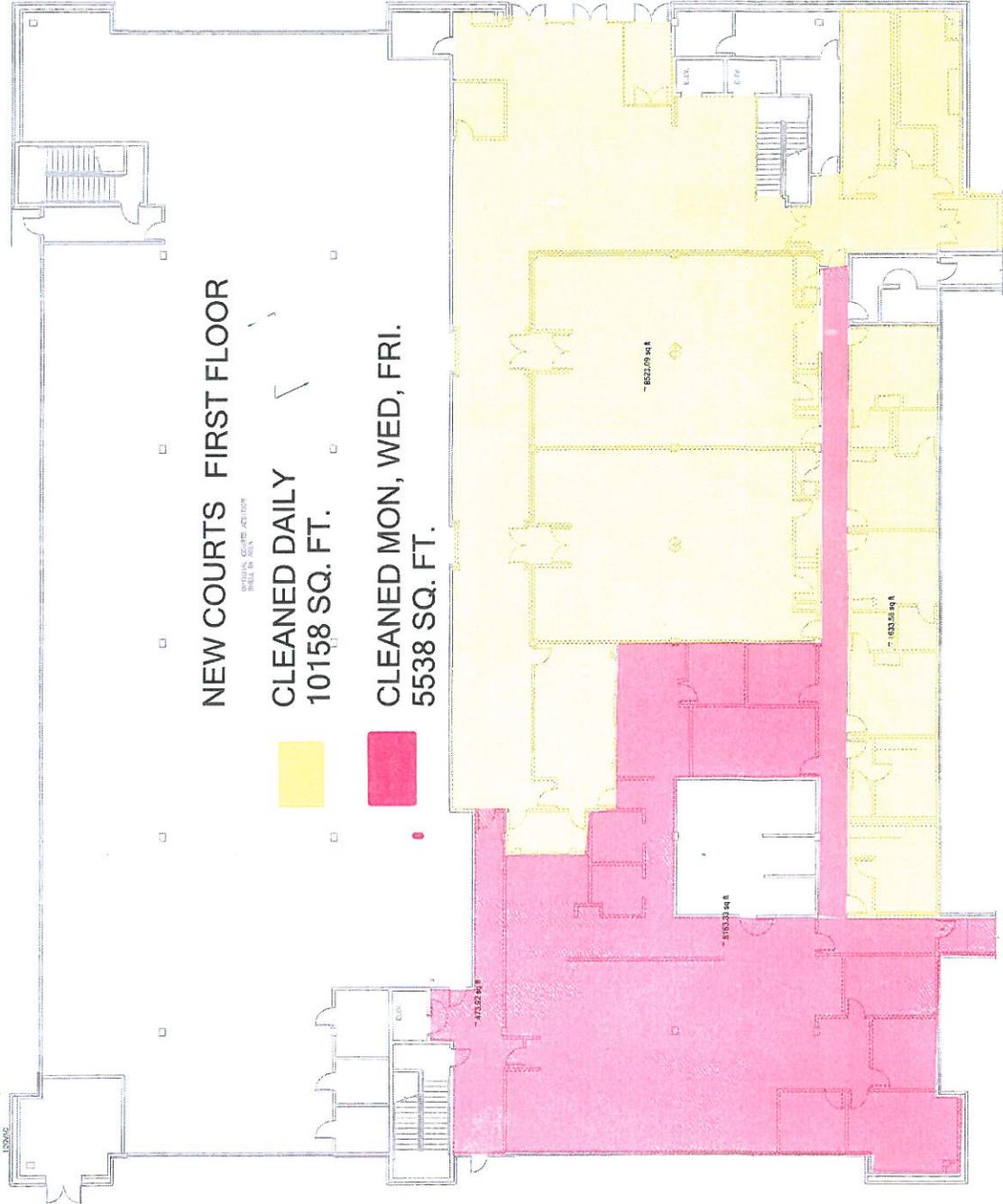
- Justice Center Approx. 56,000 Sq Ft
- Health Bldg. Approx. 8,800 Sq Ft

Cleaned Tuesday and Thursday

- Coroner – Approx. 1,500 Sq Ft
- Richland Auditor – Approx. 1,198 Sq Ft

Cleaned Twice Per Month

- Prosser Road Maintenance Shop



NEW COURTS FIRST FLOOR

STAIRWELL, CORRIDOR, ACTIVITY
HALLS IN AREA

**CLEANED DAILY
10158 SQ. FT.**

**CLEANED MON, WED, FRI.
5538 SQ. FT.**



HUMMEL
ARCHITECTS, P.A.
477 W. BROADWAY, 14TH FLOOR, NEW YORK, NY 10038
PHONE: 212-444-8888 FAX: 212-444-8873

OASH-LAUGER ARCHITECTS PLANNERS
ARCHITECTS
PLANNERS
INTERIORS

**BENTON COUNTY JUSTICE CENTER
EXPANSION PROJECT (BCJCEP)**
KENNEWICK WASHINGTON
SECOND FLOOR PLAN WEST WING - FIRE ALARM

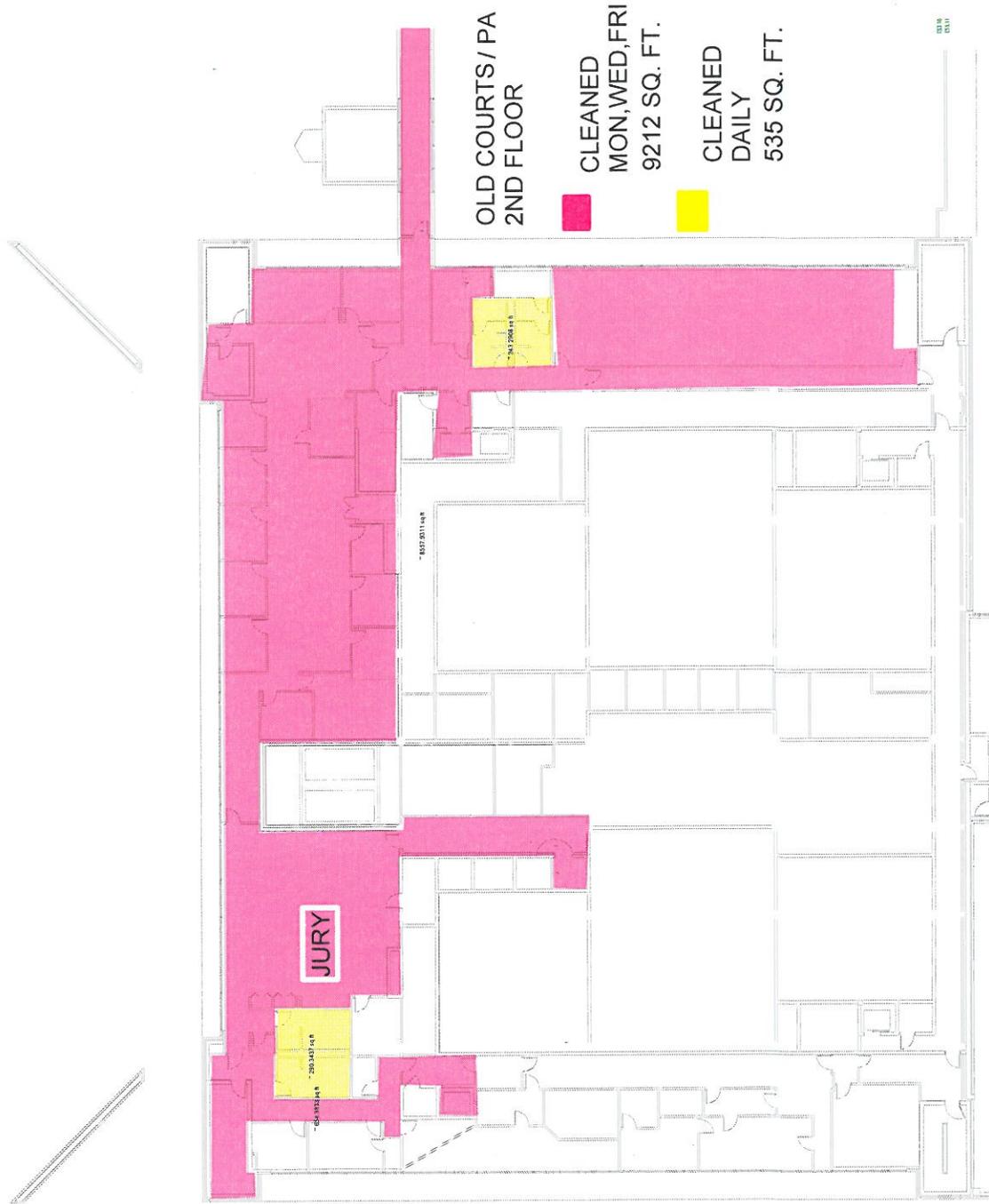
PROJECT NO.: 00013A
DATE: MARCH 2002
DRAWN BY: JRM
CHECKED BY: JRM
FILE: SEC LAYOUT 02B
P: 12/28/02 02B
T: 02/03/03 2:15:03

SHEET NO.:
**REMODEL
ES3.10**

REM Consulting Engineers
1000 1st Avenue, Suite 1000
Tacoma, WA 98401
Phone: 253-863-1100
Fax: 253-863-1101
www.rem-engineers.com

RECORD DRAWING
This drawing has been prepared by the contractor for the record of the project. It is not to be used for any other purpose without the written consent of the Engineer. The Engineer assumes no responsibility for the accuracy of the information provided.

12-15-03
SECOND FLOOR PLAN WEST WING - FIRE ALARM
SHEET NO. - 110

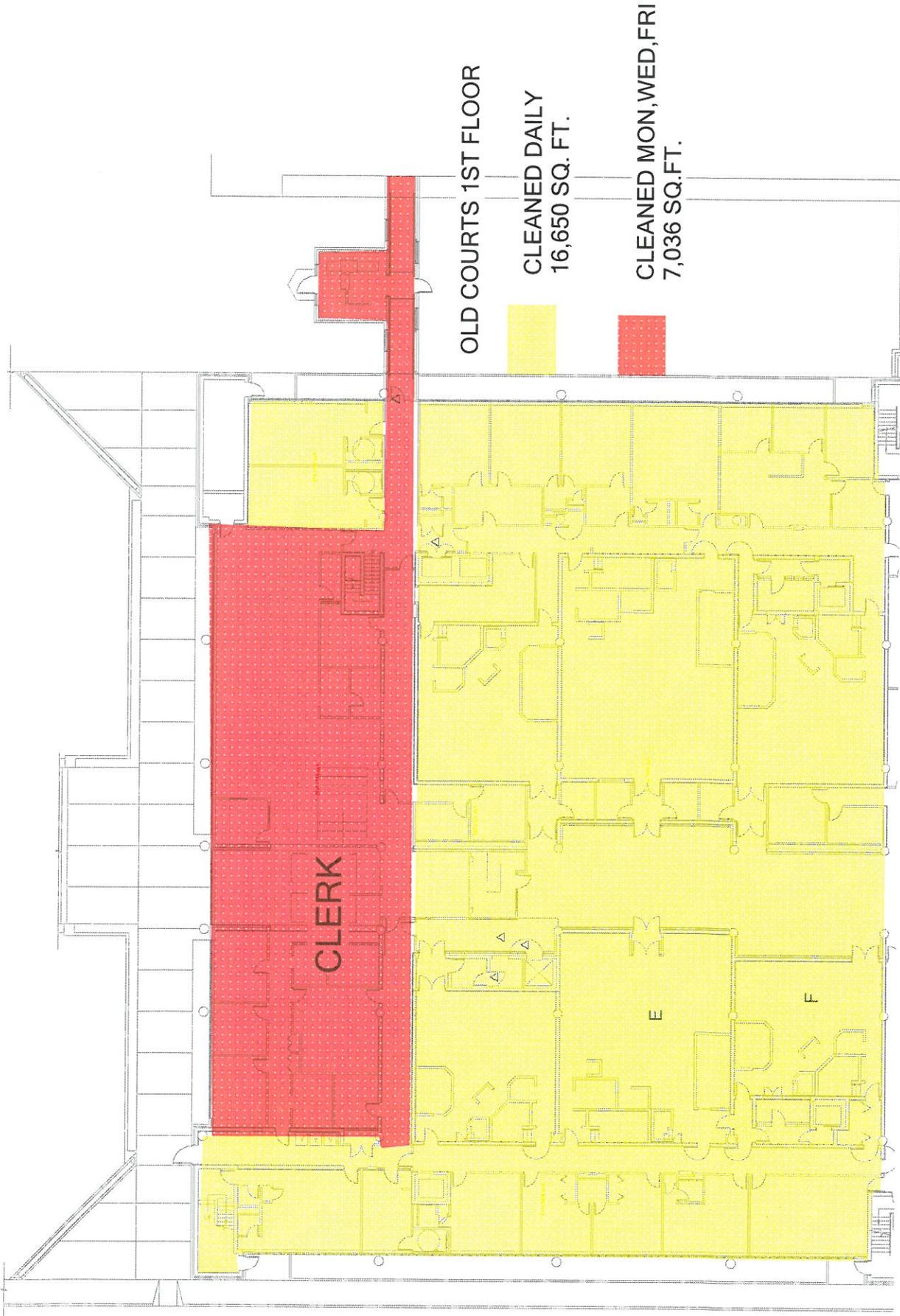


**OLD COURTS / PA
2ND FLOOR**

**CLEANED
MON, WED, FRI
9212 SQ. FT.**

**CLEANED
DAILY
535 SQ. FT.**

02B
02B



OLD COURTS 1ST FLOOR

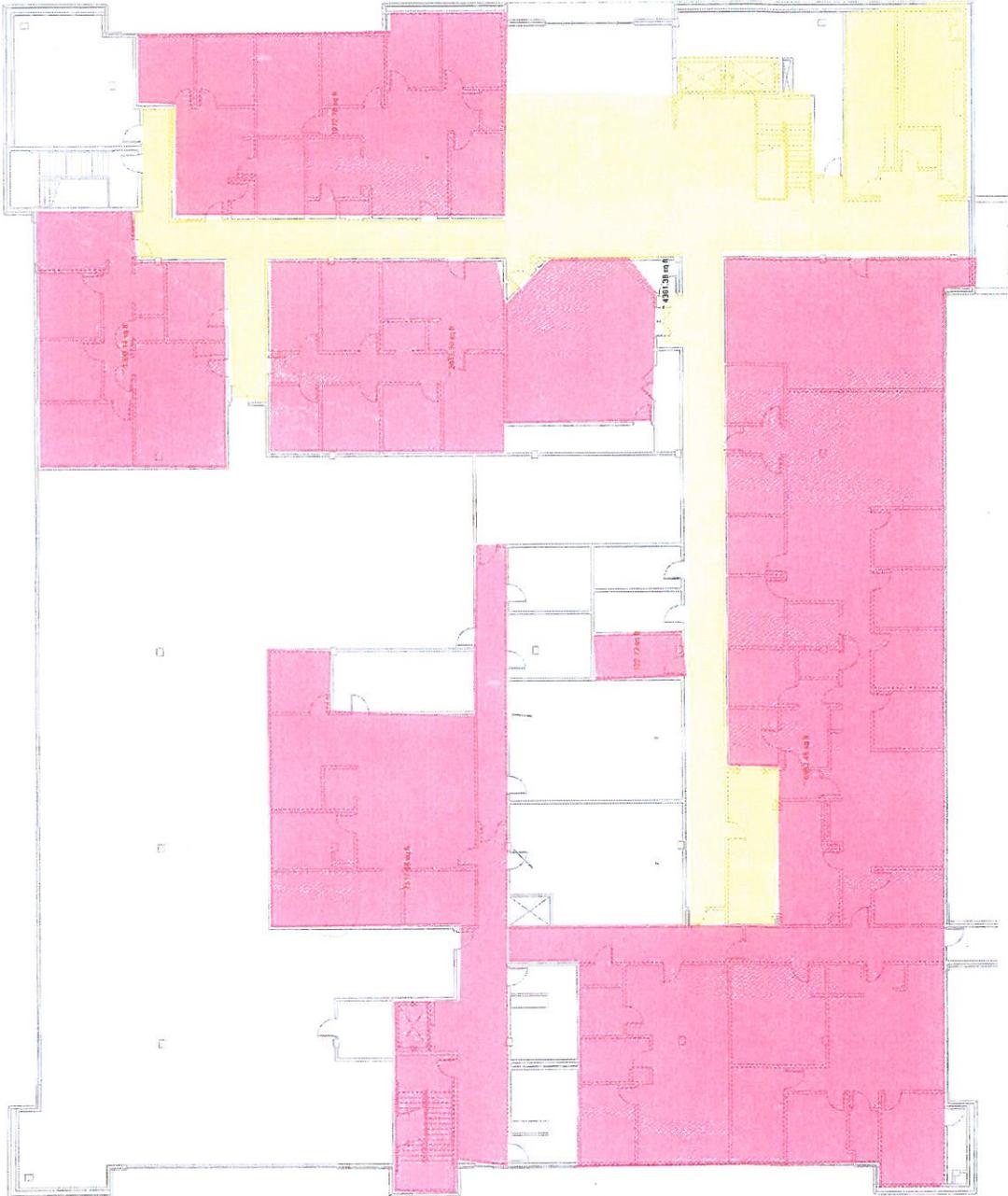
CLEANED DAILY
16,650 SQ. FT.

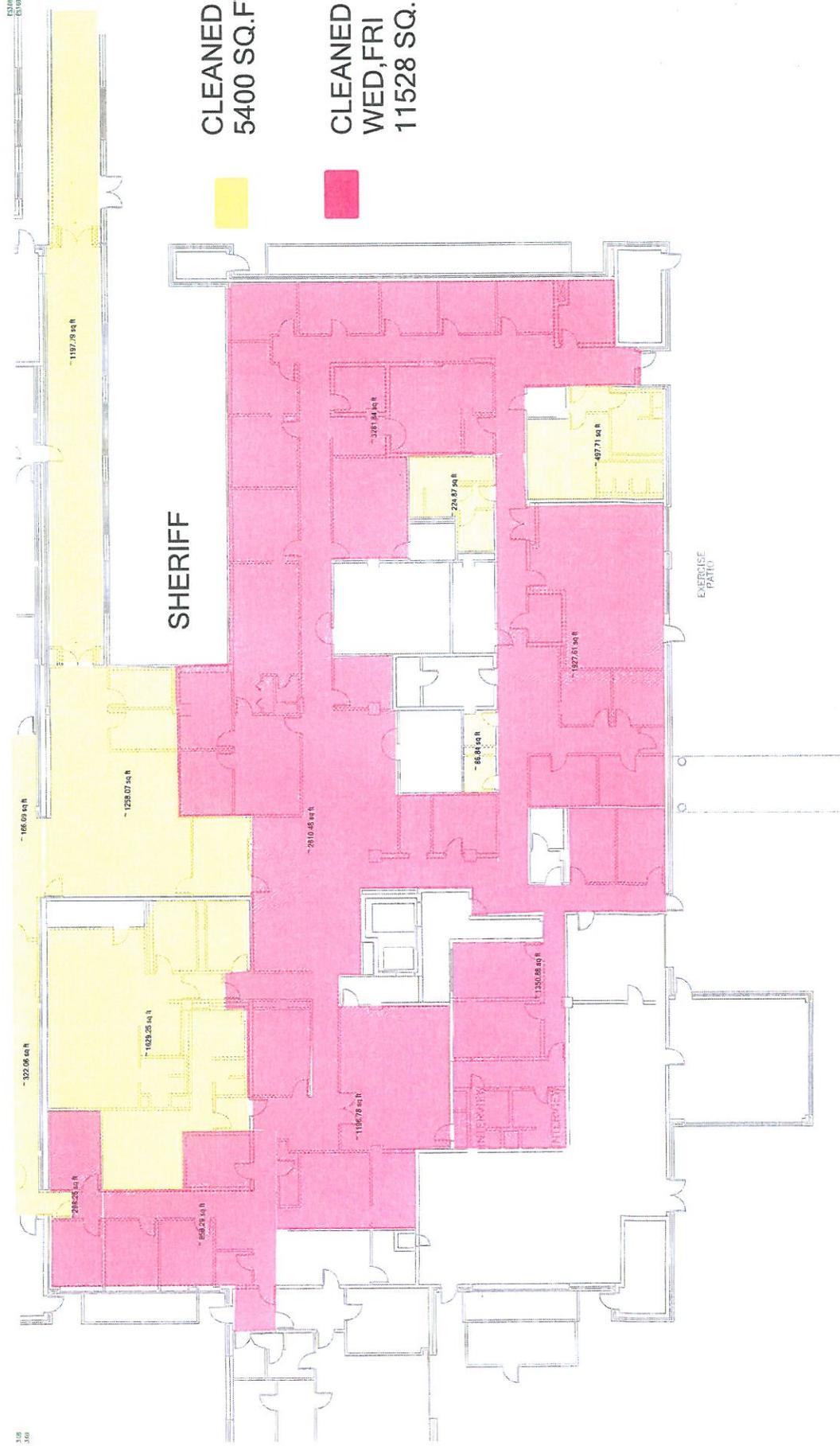
CLEANED MON, WED, FRI
7,036 SQ. FT.

**NEW COURTS
 2ND FLOOR**

**CLEANED
 DAILY
 4361 SQ. FT.**

**CLEANED
 MON, WED, FRI
 14921 SQ. FT.**





CLEANED DAILY
5400 SQ. FT.

CLEANED MON,
WED, FRI
11528 SQ. FT.



HUMMEL
ARCHITECTS, P.A.
121 W. DAVENPORT AVE. SUITE 300
BENTON, AR 72015
TEL: 501.251.4400 FAX: 501.251.4401

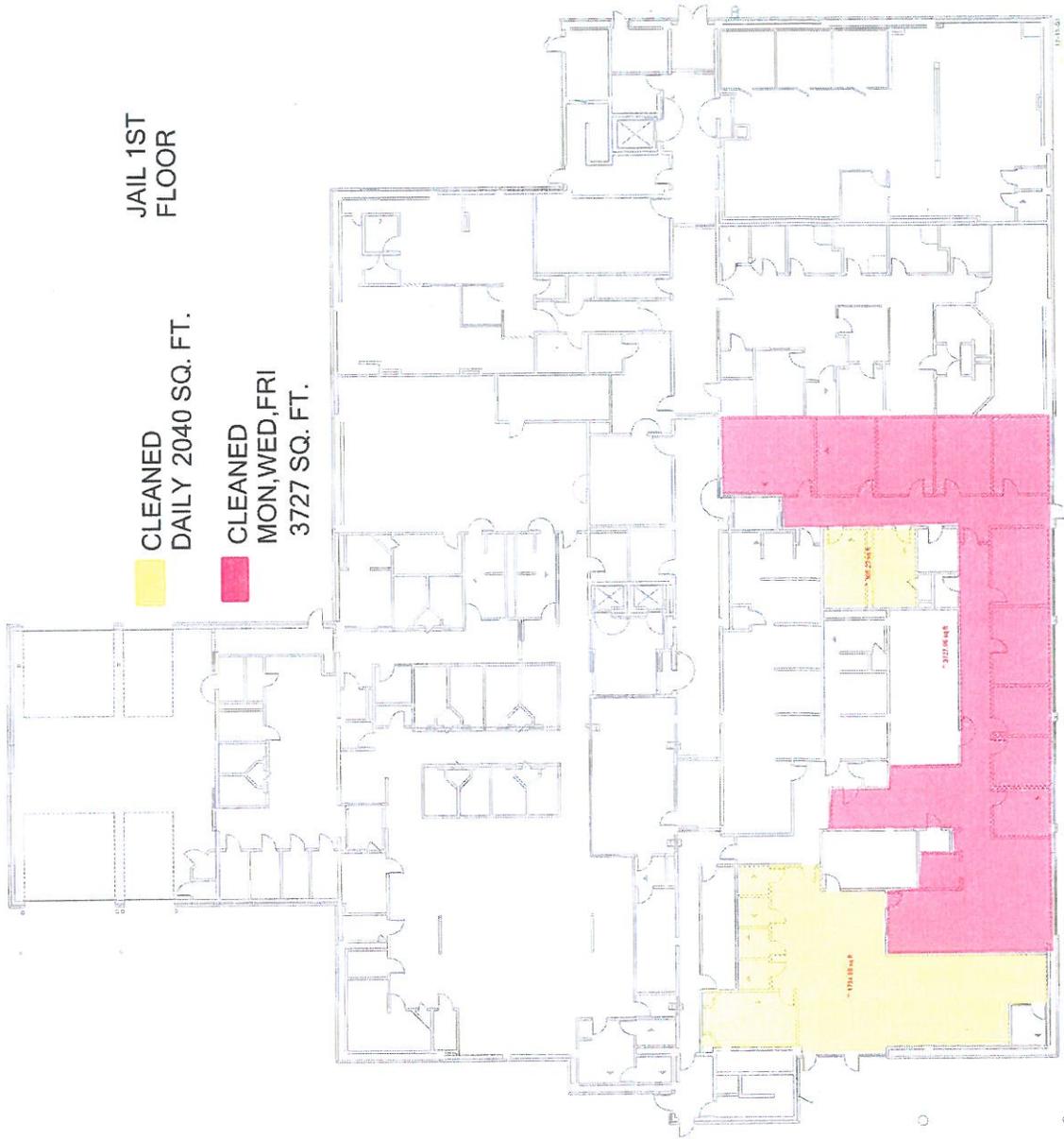


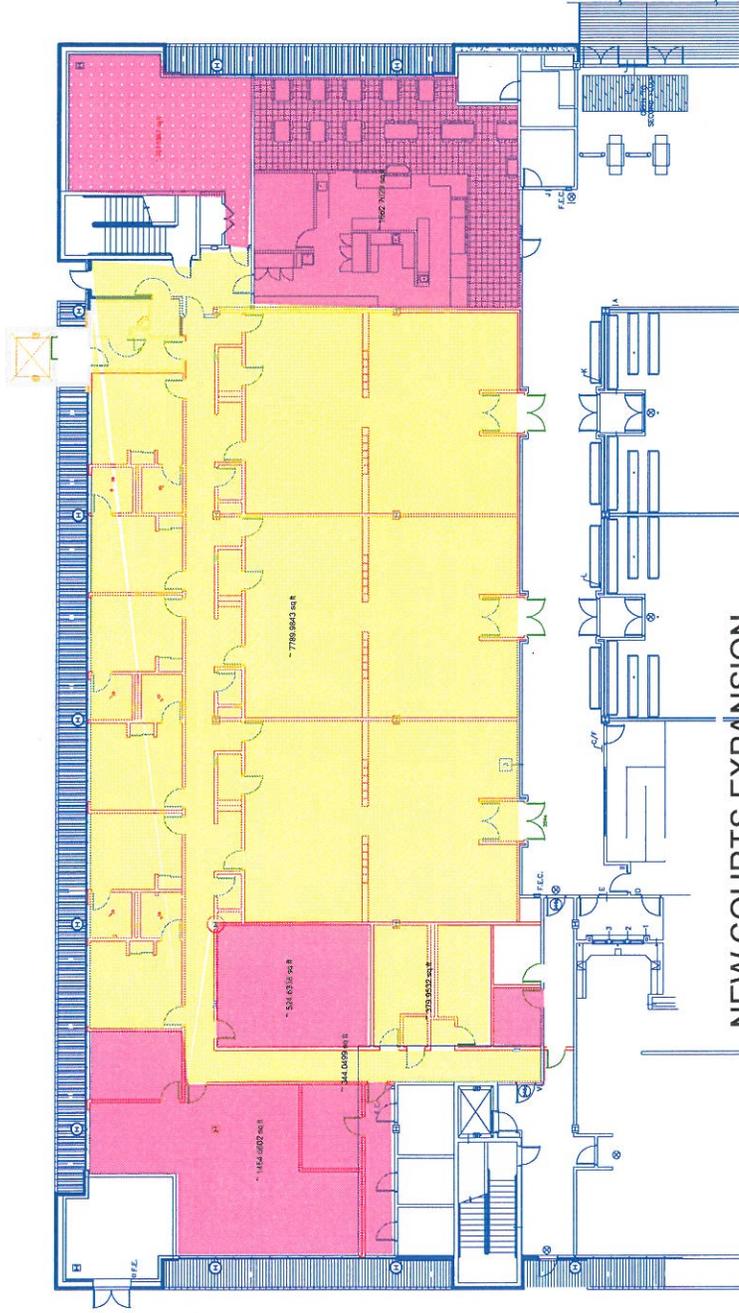
PLANNING AND URBAN DESIGN
ARCHITECTS PLANNERS
1000 N. UNIVERSITY
BENTON, AR 72015
TEL: 501.251.4400 FAX: 501.251.4401

**BENTON COUNTY JUSTICE CENTER
EXPANSION PROJECT (BCJCEP)**
KENNEDY WASHINGTON
FIRST FLOOR PLAN - FIRE ALARM

DATE: 08/20/2014
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN
PROJECT NO.: 14-001
SHEET NO.: 1 A 11

NW Consulting Engineers

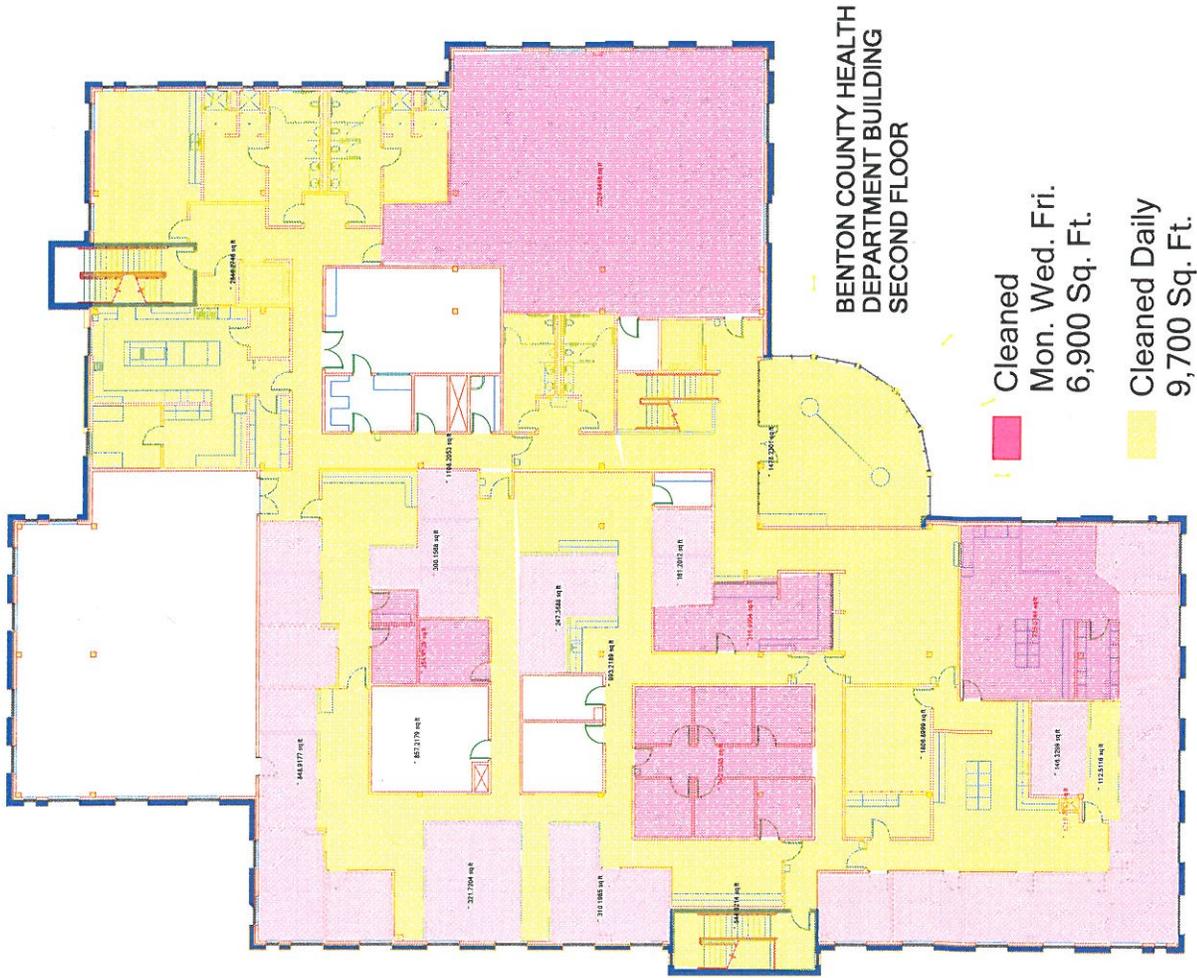


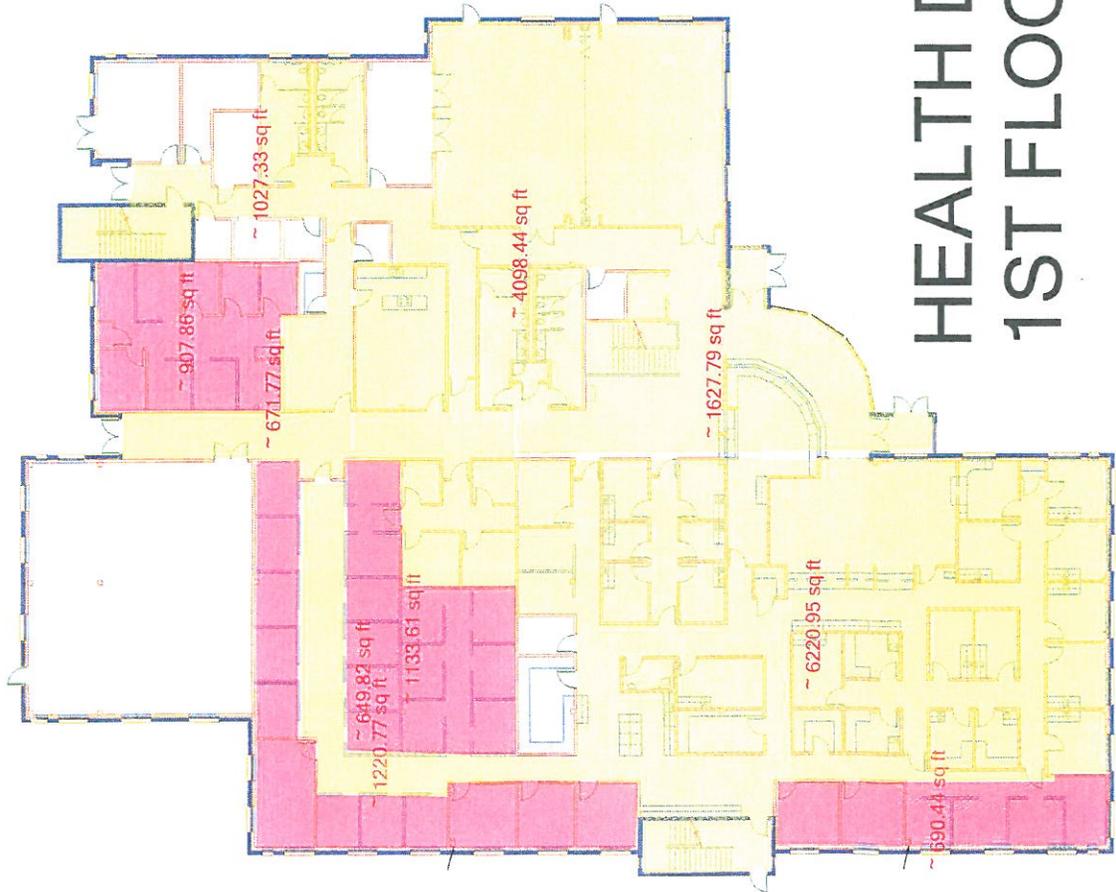


NEW COURTS EXPANSION

CLEANED DAILY 8520 SQ. FT.

CLEANED MON, WED, FRI 4070 SQ. FT.





CLEANED

DAILY
14298 SQ. FT.

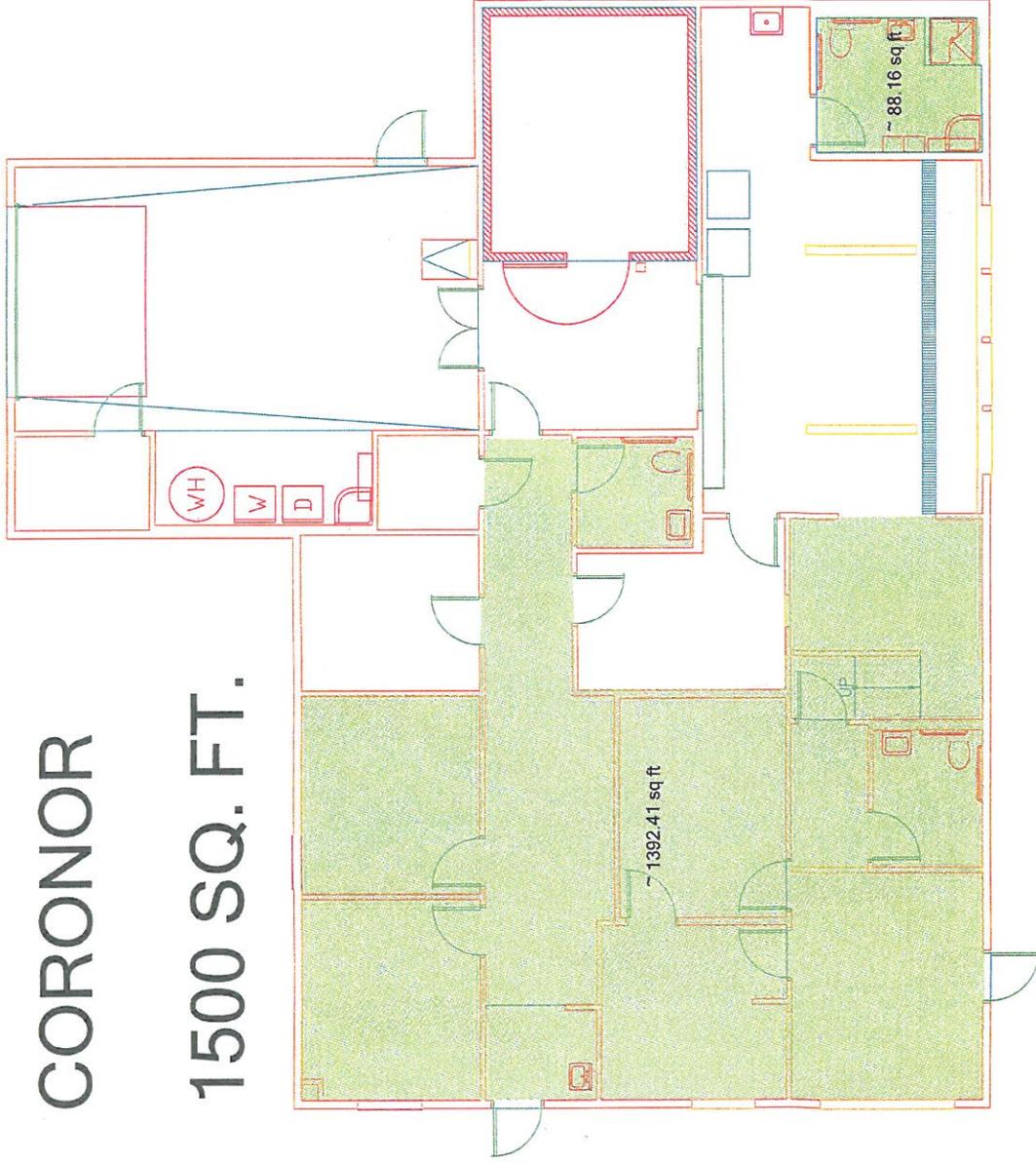
CLEANED

MON. WED. FRI
3954 SQ. FT

HEALTH DISTRICT
1ST FLOOR

CORONOR

1500 SQ. FT.



BID PROPOSAL FORM

To: BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that _____ has carefully read all proposal documents, including the Invitation for Bids and Specifications, and thoroughly understands the same and hereby submits the following proposals for the provision of such services.

Please submit your bid as a total amount for twenty four (24) months without sales tax on this form.

_____ (\$ _____)
(Bid amount in words and numbers)

FIRM NAME: _____

ADDRESS: _____

STATE OF INCORPORATION (if a Corporation): _____

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: _____ Telephone: _____

Name: _____ Title: _____

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

_____ Telephone: _____

- NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the proposal form.

A. LIST PROPOSED MONTHLY COST FOR EACH BUILDING. This is for internal budgeting purposes only and the amounts will not be considered in awarding to the lowest responsive bidder.

<u>Benton County Justice Center/Jail:</u>	Justice Center:	_____
	Jail Portion:	_____
<u>Benton County Annex (Kennewick):</u>		_____
<u>Benton County Courthouse (Prosser):</u>		_____
<u>Benton County Planning (Prosser):</u>		_____
<u>Benton County WSU Extension (Prosser):</u>		_____
<u>Benton County Coroner's Office:</u>		_____
<u>Richland Auditor's Office:</u>		_____
<u>Prosser Road Maintenance Shop:</u>		_____

B. DESCRIBE QUALITY CONTROL MEASURES AND PROCEDURES BY WHICH THE CONTRACTOR WILL ENSURE THE QUALITY OF WORKMANSHIP ON THIS CONTRACT (EXISTING QUALITY CONTROL FORMS MAY BE ATTACHED). WHO IS RESPONSIBLE FOR QUALITY CONTROL?

Contractor's Qualification Statement

All Bidders are required to complete the attached qualification statement and return with the bid packet. All Bidders must provide current records of licenses, certifications, registrations, bonding and insurance information with this packet. Failure to complete this packet in its entirety and provide all requested information may result in a disqualification to this request for proposal.

Submit To: **Benton County Facilities**
 Benton County Justice Center
 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336

Submitted By:

Company Name:

Mailing Address:

Principal Office:

Corporation

Partnership

Individual

Joint Venture

Joint Venture

Other

TYPE OF WORK:

- General Construction HVAC
- Electrical Janitorial
- Other: (Please specify below)
-
-

1. ORGANIZATION

1.1 How many years has you or your organization been in business as a contractor?

1.2 How many years has your organization been in business under its present business name in Washington State or any other State?

- Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

- Date of incorporation:
- State of incorporation:
- President's name:
- Vice-president's name(s):
- Secretary's name:
- Treasurer's name:

1.4 If your organization is a partnership, answer the following:

- Date of organization:
- Type of partnership (if applicable):
- Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

- Date of organization:
- Name of Owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable (i.e. UBI #).

- Provide proof of contractor registration (copy).

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

2.3 Show proof of Workers Compensation status, Employment Security and State Excise Tax Numbers. (attach copies.)

- Note any previous disqualification(s) for prevailing wage violation RCW 39.12.065(3) - _____ Yes _____ No – If Yes, Explain.
- Note any previous disqualification(s) for bidding on public work without license RCW 39.06.010 - _____ Yes _____ No – If Yes, Explain.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims, suits and criminal offenses. (If the answer to any of the questions below is yes, please attach details.)
- Has your organization ever been named as a defendant in a lawsuit where failure to complete any contract work was alleged?
 - Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - Has your organization filed any lawsuits or been named as a defendant in such, or participated in arbitration/mediation with regard to construction contracts within the last ten years?
 - Has your organization ever had reports of, or termination of a contract due to theft or other crime? If so, what protocols did you follow to correct the problem?
 - Has anyone in your organization ever been formally accused (ie lawsuit or claim filed) of sexual harassment? If so please provide details and any action taken to foreclose future occurrences of same.
 - Has any principal of your organization ever been convicted of a felony, sex offense, or crime of dishonesty? If so please specify.
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization while it failed to complete a contract? (If yes, please attach details.)

3.4 On a separate sheet, list major contracts your organization has in progress, giving the name of project, and owner.

4. REFERENCES

- Bank References – Provide letters of reference from Primary Banker or Lender:

5. SURETY:

- Name of bonding company:
- Name and address of agent:

6. SIGNATURE

Dated at this _____ day of _____, 20____

Name of Organization:

By: _____

Title: _____

_____ being duly sworn depose and say that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

**BENTON COUNTY BACKGROUND CHECK
AUTHORIZATION AND RELEASE**

Department or Business Name		Position Title
<hr/>		
Last Name	First Name	Middle Name
<hr/>		
All Other Previous Names Used		Date of Birth
<hr/>		
Driver's License Number/State		Social Security Number
<hr/>		
States of Residence (Current and all former within last 10 years)		

Acknowledgment

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work. **I understand that employment or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be disciplined or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

Authorization and Release

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for employment/assignment with Benton County. **I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.**

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

Adverse History Information

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?

- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?

- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?

Continuing Nature of Adverse History Information

I understand that during all times I am assigned to work in a secure area of, Benton County, that I am required to inform my immediate supervisor any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for discipline up to and including immediate termination of my employment or volunteer status with Benton County.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

Signature

Date

Do Not Write Below This Line

Comments:

COMPLETED BY AND DATE:

CC:

ASSURANCE OF NON-DISCRIMINATION

The undersigned, hereby agrees that he/she shall comply with Benton County's Non-Discrimination Policy which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11375; Section 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; the Washington State Laws Against Discrimination, Chapter 49.60 RCW; and the Americans with Disabilities Act.

The policy reads as follows:

It is the policy of Benton County that no person shall be subject to discrimination in the County or by its subcontractors because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

DATED this _____ day of _____, 20_____.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE OF AUTHORIZED OFFICIAL(S) AND TITLE:

_____ TITLE: _____

_____ TITLE: _____

**PUBLIC WORKS 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 (hereinafter "COUNTY"), and <name>, with its principal offices at <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 these terms and conditions and the following documents:

- a. Exhibit A- Scope of Work/Compensation
- b. Exhibit B Bid Specifications
- c. Exhibit C - Floor Plans
- d. Exhibit D - Bid Proposal
- e. Exhibit E - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin October 1, 2014 and shall expire on September 30, 2016. 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. The CONTRACTOR agrees to provide janitorial services as more fully defined in Exhibit A (Scope of Work/Compensation) and Exhibit B (Bid Specifications). In the event that the requested work encompasses work that is

legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor.

- 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 COUNTY.
- 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 COUNTY 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 COUNTY.

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:

Name
Address
City, State Zip Code
Phone:
Fax:
Email:

b. For COUNTY:

Dean Docken, Benton County Facilities
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
Phone: 509-222-3722
Fax: 509-736-2708
Email: dean.docken@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid for janitorial services<____> services as provided in Section 3. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract <\$\$\$> (\$\$\$) including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY monthly in the amount of _____, (\$____) during the term of this

Contract for services that have been performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done and the date of service. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this Contract, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.011(4)(a)-(c).

7. 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 COUNTY.

- 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 COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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 County. 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 COUNTY, its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTY, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its subcontractors, employees and agents.
- b. In any and all claims against the COUNTY, 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 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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 COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. 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 COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **A 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
\$2,000,000 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 COUNTY, 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 COUNTY.

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 8. 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, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), 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.

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 COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, 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 insureds 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. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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 County Risk Manager. 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 COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, 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, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
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 County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. Proof of the performance bond must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) 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 COUNTY. 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 COUNTY 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 COUNTY.
- 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 COUNTY'S contract representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTY 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.

14. 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 County, Washington.

15. SUCCESSORS AND ASSIGNS

The COUNTY, 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.

16. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit E shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for

informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contacting the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. 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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party 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 COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.

21. ENTIRE AGREEMENT

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

22. 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 Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

23. 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 the 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.

24. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed

under this Contract may be of evidentiary value, the COUNTY 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 COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY 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 COUNTY 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 COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY 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 COUNTY'S release of records covered under the Public Records Act. COUNTY 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.

26. 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, provisions for indemnification; insurance; non-waiver,

inspection of books and records, choice of law, compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective October 1, 2014.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: _____

Date: _____

Benton County

<company name>

Chairman
Benton County Commissioner

Signature

Approved as to Form

Title:

Civil Deputy Prosecuting Attorney

PRINTED NAME

EXHIBIT I

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/18/2014

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Building Service Employees	Janitor	\$9.32		<u>1</u>	
Benton	Building Service Employees	Shampooer	\$11.14		<u>1</u>	
Benton	Building Service Employees	Waxer	\$9.32		<u>1</u>	
Benton	Building Service Employees	Window Cleaner	\$9.32		<u>1</u>	

EXHIBIT J
INVITATION FOR BIDS CB 14-17
JANITORIAL SERVICES

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

_____, (Contractor), being first duly sworn, certifies that the Proposal above submitted is a genuine Proposal and not a sham or collusive Proposal or a Proposal made in the interest or on behalf of any person not therein named; and it is further certified that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham Proposal, or any other person or corporation to refrain from submitting a Proposal; and that said Contractor has not in any manner sought by collusion to secure an advantage over other Contractor or Contractors.

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this ____ day of _____, 2014.

NOTARY PUBLIC in and for the State of
Washington, residing at _____

BIDDING REQUIREMENTS CHECKLIST

The following is a checklist of items which must be submitted by all interested parties with their bid proposal. Failure to provide all of the below items may result in bid disqualification at the sole discretion of the County.

- 1. Bid bond, cashier’s check or certified check – 5% of the bid _____

- 2. Bid Proposal Form (Exhibit D) _____

- 3. Contractor’s Qualification Statement – notarized (Exhibit E)
 - a. Proof of Contractor’s Registration (copy) _____
 - b. Proof of Workers Compensation Status, Employment Security and State Excise Tax Numbers (copy) _____
 - c. Major contracts in progress (attach sheet) _____
 - d. Letter of Reference from banker or lender _____

- 4. Proof of Insurance (in the amounts and the form provided in Exhibit H, Section 9) _____

- 5. Non-Discrimination Form (Exhibit G) _____

- 6. Affidavit of Non-Collusion (Exhibit J) _____

- 7. Bidding Requirement Checklist (Exhibit K) _____
This form must be submitted by the Bidder.