

Mason County Request for Proposals for Janitorial Services

1. Summary and Background:

Through this Request for Proposals (RFP) Mason County (County) is seeking the services of a well-qualified company (Contractor or Proposer) to provide janitorial services for County facilities.

Mason County has facilities located throughout the County. Our current contact for janitorial services ends December 31, 2019. Services will be provided in the Shelton, Washington area with the exception of the Sheriff's sub-station located in Belfair, Washington. Proposers can submit a proposal that includes both locations or one or the other. The location(s) to be served must be clearly indicated in the proposal.

Facility Locations and Descriptions:

Shelton-

- A. Building 1- 411 North 5th Street - 16,400 sq.ft.
- B. Building 2-410 North 4th Street - 2,000 sq.ft.
- C. Building 3-426 West Cedar Street - 7,000 sq.ft.
- D. Building 4-303 North 4th Street - 2,500 sq.ft.
- E. Building 5-521 West Alder Street - 1,300 sq.ft.
- F. Building 6-414 North 5th Street - 2,100 sq.ft.
- G. Building 7-521 North 4th Street - 3,900 sq.ft.
- H. Building 8-615 West Alder Street - 10,700 sq.ft.
- I. Building 9-423 North 5th Street - 1,700 sq.ft.
- J. Sheriff's Office-322 North 3rd Street - 8,500 sq.ft.
- K. Courthouse-419 North 4th Street - 16,350 sq.ft.
- L. Public Works/Building 1 and 2-100 West Public Works Drive - 28,000 sq. ft.
- M. Memorial Hall-210 West Franklin Street - 4,000 sq.ft.

Belfair-

- N. Sheriff's North Precinct - NE 23293 State Route 3, Belfair - 3,000 sq.ft. (anticipated service frequency-1 day a week).
- O. Public Works -600 Beck Road, Belfair, WA 98584 - 80 sq. ft (anticipated service frequency-1 day a week, bathroom only)

Total: 107,530 sq. ft. of cleaning area (not total building square footage)

Mason County is an equal opportunity employer. We strive to create a working environment that includes and respects cultural, racial, ethnic, sexual orientation and gender identity diversity. Women, racial and ethnic minorities, persons of disability, persons over 40 years of age, veterans or people with military status, and people of all sexual orientations and gender identities are encouraged to apply.

2. Proposer's Qualifications:

Typical qualifications that are reviewed and considered when awarding a janitorial services contract include, but are not limited to those detailed below. The Proposer should consider these as well as those listed in sections: 6. Special Requirements for Proposal and Service Provision; 8. Proposal Requirements; and 11. Proposal Evaluation Criteria.

- A. Company's qualifications and experience-number of years in business, geographical service area, number of employees, references and any previous experience serving Mason County.
- B. Types of sizes facilities currently servicing.
- C. Experience cleaning public access space.
- D. Systems to ensure; quality service, qualified employees, meeting/exceeding industry service standards, safety of individuals and facilities and others such as goods provision.
- E. Proposals submitted by minority and/or women owned businesses will be awarded preference points during the review and scoring process.

3. Services Required/Scope-of-Work

- A. Proposer will provide a service plan for each facility that details the tasks that will be completed and frequency (daily, weekly, monthly, quarterly, annually, as required or similar)
- B. The Proposer can include a core service plan per facility with optional services available such as carpet and upholstery shampooing/cleaning.
- C. Typical tasks include, but are not limited to: emptying waste cans/changing liners as needed; collecting recyclable materials and placing them in recycle bins/containers; cleaning and polishing water faucets and fountains; cleaning mirrors; spot cleaning carpets, mats and walls; cleaning and disinfecting toilets, including both sides of seats, and urinals; damp wiping/disinfecting bathroom partitions, tile/flooring, walls, soap dispensers, towel dispensers, sanitary napkin disposal containers/replace liners and other fixtures; cleaning and disinfecting all sinks; fill soap dispensers; ensure seat covers and toilet paper is adequately stocked; cleaning toilet flushometers, piping and base; polish and shine all chrome/stainless steel fixtures; remove graffiti; spot clean interior and exterior glass; sweep and damp mop floors; vacuum carpets and mats; carpet cleaning, floor waxing, buffing, floor wax stripping and wax re-application; wash interior and exterior windows; dust all tables, chairs, counter tops, ledge, panel tops, ceiling vents, shades/blinds, picture frames and other exposed furnishings; remove smudges from counter tops and tables; clean counter in kitchens; damp wipe exterior of refrigerator, cabinets, tables and other furnishings in kitchens/break rooms; straighten chairs in conference, meeting and break rooms; clean kitchen/break room sinks and microwaves; sweep and vacuum all exterior entry ways; hand handrails, baseboards and elevator control panels; remove cobwebs; clean interior and exterior elevator cab surfaces, vacuum and spot clean elevator floors; clean whiteboards that do not contain work; and other services. See Attachment #3-Proposed Janitorial Service by Facility.
- D. Services MUST include an initial "deep cleaning" of each facility on or before January 20, 2020
- E. Contractor to provide; all cleaning supplies, tools, equipment, cleaning rags and other items not specifically provided by County.
- F. County to provide; paper products including towels, toilet seat covers, toilet paper, hand soap and other consumable products.

4. Cost:

- A. Proposer will provide monthly and annual cost to complete the services as detailed in each facility's service plan as well as a total combined annual cost for all facilities.
- B. Proposer can include optional services that have not been included in the core service plans. The monthly/annual or per occurrence cost must be included.
- C. The County will negotiate services including tasks, costs and frequency with the selected Contractor as a part of the contract negotiation process.

5. Timeline:

The contract for services awarded through this RFP will start on January 1, 2020 and end December 31, 2020. The Contractor will be responsible for meeting with the Facilities Manager or designee prior to January 1, 2020 to review the service requirements, collect keys and access information for the facilities and provide an employee list.

6. Special Requirements for Proposal and Service Provision:

A. Mandatory Facility Tour-proposers must attend a mandatory tour of the facilities on Tuesday, October 22nd at 2:00 PM or Thursday, October 24th at 9:00 AM.

B. Background Checks-all employees and/or other company representatives must pass a Washington State Patrol background check prior to providing services. The Contractor must provide copies of the reports as requested by County.

C. Uniforms and ID Badges-Contractor's employees must wear a readily identifiable company uniform and photo ID badge.

D. Employee List-Contractor must provide the Facilities Manager or his designee with a complete list of all individuals who will be providing janitorial services including employee, supervisors, owner(s) and other company representatives. The Contractor must update the list prior to allowing anyone who is not on it access to County facilities. Failure to comply with this requirement will be subject to a penalty up to \$200 per occurrence and/or termination of the Contract without notice.

E. Lost or Mis-used Keys and Alarm Codes-Contractor must provide strict key control for any and all County issued keys and alarm codes. A lost key may result in the need to re-key all locks, doors and gates which the Contractor will be responsible for reimbursing the County up to a maximum cost of \$100,000. It is recommended that the Contractor include Lost Key insurance coverage. Contractor is responsible for ensuring that employees or other company representatives do not mis-use keys or alarm codes such as providing access to unauthorized individuals or accessing areas where janitorial services are not required.

F. Insurance and Bonding-the Contractor will be required to provide insurance coverage detailed at the minimum levels set forth in Attachment #1 of this RFP.

G. Inspections-the Facilities Manager or his designee will conduct inspections of the janitorial services provided on a monthly to quarterly basis as warranted by the Contractor's performance. Sub-standard work or skipped or missed tasks will be addressed with the Contractor. Failure to remedy the issues in an expedient manner will have consequence including withheld payments and/or Contract termination for cause.

H. Material Safety Data Sheets (MSDS)-Contractor must provide and have readily available MSDS for all products used in the performance of the work. Contractor must ensure that the MSDS sheets and other information required to do the job is provided for employees in a language they understand.

I. Contractor must adhere to applicable federal OSHA, Washington State and Mason County laws, policies, rules and requirements.

J. The County reserves the right to add, modify, reduce or delete work from any contracts executed with the Contractor. The cost adjustment will be determined by the Facilities Manager or designee and will be executed in the form of a Contract amendment.

K. The Contractor shall be responsible for determining all conditions affecting the execution of the proposed work. This includes, but is not limited to, the location of the facilities, the time required to perform the services, labor, supervision, materials, equipment, transportation, uniforms, etc.

L. The Contractor and his/her employees and other company representatives shall exercise all

necessary precautions to protect pedestrian traffic and all public and private property from injury or damage caused by the Contractor's operations. Signs, tape and/or barricades shall be used as necessary to mark wet/waxed areas, or to indicate restrooms or other facilities are temporarily closed for janitorial service. Any practice deemed hazardous shall be immediately halted upon verbal or written notification.

M. The Contractor and his/her employees and other company representatives shall immediately report any observed damage or potential hazards to the Facilities Manager or designee or other authorized County representative. Damage and potential hazards include, but are not limited to, broken fixtures or pipes, building or system damage or needed repairs, HVAC issues, leaks, smells or smoke.

N. All employees and other company representatives of the Contractor must maintain a professional appearance and demeanor.

O. It shall be the responsibility of the Contractor to ensure that his/her employees complete the services in a manner consistent with the best management practices of the service industry, and that they are properly trained in the safe use and application of all materials and equipment used at County facilities. Contractor's employees may be required to have additional training for site specific operations, including construction, hazards, preservation, safety, and/or security, that will be agreed upon by the Facilities Manager or designee and the Contractor at the time of contract award.

P. The work involved will often be in facilities with secured access, or areas closed to the public except during normal business hours. The Contractor's employees shall maintain the security of these areas by locking them immediately upon entering the facility and again when leaving the facility after completing the janitorial services. Prior to leaving the facility, Contractor's employees will make a final check of all windows, exterior doors, gates or other access points to the building or site to ensure they have been locked and that all lights, except night lights, have been turned off.

Q. For those facilities equipped with burglar or other surveillance equipment, the Contractor's employees shall be responsible for disarming the alarm immediately upon entering the facility and "setting" the alarm when leaving the facility. The County reserves the right to deduct \$100.00 from payments to the Contractor for each security failure that constitutes a potential hazard to a County facility, or where a false alarm is caused as a result of Contractor's employee not properly operating the building's security system.

R. The Contractor and his/her employees shall not remove or consume any property belonging to the County, County employees or other contractors working for the County. This includes any articles that may be deposited for disposal in recycling or trash containers. The Contractor and his/her employees shall not use any County property, including computers, fitness equipment, telephones, FAX or copy machines, ladders, lifts, tools or other equipment, without the approval of the Facilities Manager or designee or other authorized County representative.

S. The Contractor and his/her employees shall not abuse the use of any County supplied material or equipment. Doing so may be grounds for immediate removal of the particular employee or, in more severe cases, termination of the Contract.

T. The Contractor shall satisfactorily complete all services as set forth in the contract. If the Contractor fails to execute the work in accordance with the Contract, and/or a dispute arises as to the quality and/or quantity of the work completed, the County reserves the right to withhold payment based on the task cost per occurrence.

U. Any deficiencies in the work shall be brought to the attention of the Contractor or his/her employees by the Facilities Manager or designee or other authorized County representative. To the extent possible, the Contractor or his/her employees shall correct deficiencies on the same day or the following workday. When noted deficiencies have been corrected to the satisfaction of the Facilities Manager or designee the completed work shall be considered acceptable unless the same or similar deficiencies occur on a continuous basis.

V. No cost increases will be allowed during the first term of the contract. Costs may be negotiated annually if the County elects to renew the contract as allowed per the contract.

W. Mason County is a drug-free, smoke-free campus. Contractor will ensure that employees comply with these requirements.

X. Contractor will be responsible for ensuring that employees and other representatives of the Company do not enter areas where "Do Not Enter" signs have been posted particularly in the County's courthouses.

Y. Contractor must ensure that employees are able understand written and oral instructions as provided by County staff and representatives as well as being able to relay requests and notices such as supplies or repairs needed.

7. Type and Duration of Contract:

A. Services will be secured with a Mason County Professional Services Contract.

B The initial contract performance period will be for one (1) year. The Facilities Manager will have the option of extending the Contract up to three (3) additional years based on the Contractor's performance. See Attachment #1 for general terms and conditions.

C. The County reserves the right to award contracts to multiple providers.

8. Proposal Requirements:

The Proposal must be submitted on letter size paper with type that is a minimum of 11 point font, not exceed 10 pages in length (not including the Service Plans by Facility as detailed in Attachment #3) and contain the following components:

A. Name of company or individual, address, telephone number and e-mail address submitting the proposal as well as a designated contact person with their telephone number and e-mail address if different than the Company's.

B. Detailed description of skills, experience and ability to provide janitorial services for multiple public access facilities with square footage estimated at less than 108,000 square feet.

C. Identification and designation of roles/responsibilities of supervisory and management staff including their experience.

D. A minimum of three client references including type and size of facility(ies) served, dates, contact info and description.

E. Service plan including cost per facility that: details the types of janitorial services to be provided at each facility, frequency (daily, weekly, monthly yearly, as required or similar) utilizing the form provided in Attachment #3. Proposer **must** state which locations are included in the proposal, Shelton or Belfair or both.

F. Proposer must clearly detail any exceptions to any terms and conditions detailed in the RFP including Attachments #1 or #2.

G. Proposers are to refrain from submitting proposals that will not be easily duplicated such as those with spiral binding, photos or over-sized paper.

9. Proposal Submission:

A. Proposals can be e-mailed to KFrazier@co.mason.wa.us or mailed or hand delivered to Mason County, Attn: Janitorial RFP Proposal, 411 N 5th Street, Shelton, WA 98584.

B. Hard copy proposals are to be secured with a single staple.

C. Proposals should not to include pictures or brochures.

D. Proposals must be **received** by 12:00 noon on November 6, 2019. Late submission will be automatically disqualified from review.

10. Request for Proposal Process and Timeline:

Proposals will be reviewed and scored by a Committee designated by the Facilities Manager.

Proposals Due: Wednesday, November 6th before 12:00 noon

Anticipated Award Announcement: November 26, 2019

Anticipated Contract Start Date: January 1, 2020

Contract End Date: December 31, 2020

11. Proposal Evaluation Criteria:

A. Technical Review-Proposals will be reviewed to ensure that they meet the specifications as detailed in this RFP. Proposals that do not meet the requirements will not be scored and will be removed from further consideration.

B. Proposals that pass the technical review will be scored by a Review Committee based on the following criteria-note, the County reserves the right to change criteria without notice:

Proposal Components	Rated from 1-7 with 1 being the lowest and 7 the highest						
1. Experience:							
Years in business under current company name	1	2	3	4	5	6	7
Experience servicing public access facilities	1	2	3	4	5	6	7
Experience servicing accounts 100,000 sq. ft or larger	1	2	3	4	5	6	7
Quality of services provided in Mason County	1	2	3	4	5	6	7
Number of current commercial accounts	1	2	3	4	5	6	7
2. Capabilities:							
Number of employees	1	2	3	4	5	6	7
Employee supervision	1	2	3	4	5	6	7
Employee training	1	2	3	4	5	6	7
Quality Assurance	1	2	3	4	5	6	7
Capabilities of key staff	1	2	3	4	5	6	7
Employee and facility safety	1	2	3	4	5	6	7
3. Proposed Service Plans and Costs:							
SHELTON							
<i>Building 1- 411 North 5th Street</i>							
<i>Proposed level of services</i>	1	2	3	4	5	6	7
<i>Proposed frequency of services</i>	1	2	3	4	5	6	7
<i>Costs</i>	1	2	3	4	5	6	7
<i>Building 2-410 North 4th Street</i>							
<i>Proposed level of services</i>	1	2	3	4	5	6	7
<i>Proposed frequency of services</i>	1	2	3	4	5	6	7
<i>Costs</i>	1	2	3	4	5	6	7
<i>Building 3-426 West Cedar Street</i>							
<i>Proposed level of services</i>	1	2	3	4	5	6	7
<i>Proposed frequency of services</i>	1	2	3	4	5	6	7
<i>Costs</i>	1	2	3	4	5	6	7
<i>Building 4-303 North 4th Street</i>							
	1	2	3	4	5	6	7

Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Building 5-521 West Alder Street</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Building 6-414 North 5th Street</i>							
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Building 7-521 North 4th Street</i>							
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Building 8-615 West Alder Street</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Building 9-423 North 5th Street</i>	1	2	3	4	5	6	7
<i>Proposed level of services</i>	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs							
	1	2	3	4	5	6	7
<i>Sheriff's Office-322 North 3rd Street</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Courthouse-419 North 4th Street</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Public Works/Building 1-100 West Public Works Drive</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Public Works/Building 2-100 West Public Works Drive</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Memorial Hall-210 West Franklin Street</i>	1	2	3	4	5	6	7

Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
BELFAIR:	1	2	3	4	5	6	7
<i>Sheriff's North Precinct</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
<i>Public Works</i>	1	2	3	4	5	6	7
Proposed level of services	1	2	3	4	5	6	7
Proposed frequency of services	1	2	3	4	5	6	7
Costs	1	2	3	4	5	6	7
4. Minority or Women owned entity? No = 0; Yes = 7	0						7
Total Score							

- C. The County reserves the right to make minor changes to the RFP without notification.
- D. The County reserves the right to elect not to make an award from this RFP.
- F. The County reserves the right to negotiate services, terms, requirements and other components with the apparently successful proposer.
- F. The County reserves the right to require additional information from any and all proposers prior to making a selection decision.
- G. The County will reject proposals that don't meet the stated qualifications and proposal requirements.
- H. On-site interviews may be required.

12. Contact Information:

Kelly Frazier
Mason County Facilities Manager
411 N.5th Street
Shelton, WA 98584
Phone: 360-427-9670 Ext. 519
E-mail: KFrazier@co.mason.wa.us

**Mason County
Request for Proposals
for
Janitorial Services**

Attachment #1-General Terms and Conditions

These general terms and conditions are representative of the County's Professional Service Contract requirements. This is not a complete list and it is subject to change without notice.

Independent Contractor:

CONTRACTOR's services shall be furnished by the CONTRACTOR as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee. All payments made hereunder and all services performed shall be made and performed pursuant to this CONTRACT by the CONTRACTOR as an independent contractor.

CONTRACTOR acknowledges that the entire compensation for this CONTRACT is specified in Exhibit B Compensation and the CONTRACTOR is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of COUNTY. The CONTRACTOR represents that he/she/it maintains a separate place of business, serves clients other than COUNTY, will report all income and expense accrued under this CONTRACT to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

CONTRACTOR will defend, indemnify and hold harmless COUNTY, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

Taxes:

CONTRACTOR understands and acknowledges that COUNTY will not withhold Federal or State income taxes. Where required by State or Federal law, the CONTRACTOR authorizes COUNTY to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely liable for any tax obligation arising from the CONTRACTOR's performance of this CONTRACT. The CONTRACTOR hereby agrees to indemnify COUNTY against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this CONTRACT.

COUNTY will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The CONTRACTOR must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the CONTRACTOR's gross or net income, or personal property to which COUNTY does not hold title. COUNTY is exempt from Federal Excise Tax.

No Guarantee of Employment:

The performance of all or part of this CONTRACT by the CONTRACTOR shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of CONTRACTOR or any employee of CONTRACTOR or any sub-contractor or any employee of any sub-contractor by COUNTY at the present time or in the future.

Labor Standards:

CONTRACTOR agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and/or the State of Washington.

Assignment and Subcontracting:

The performance of all activities contemplated by this CONTRACT shall be accomplished by CONTRACTOR. No portion of this CONTRACT may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of COUNTY.

Non-Discrimination in Employment:

COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. CONTRACTOR shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which CONTRACTOR is governed by such laws, CONTRACTOR shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any sub-contractor, provided that the foregoing provision shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

Confidentiality:

CONTRACTOR, its employees, sub-contractors, and their employees shall maintain the confidentiality of all information provided by COUNTY or acquired by CONTRACTOR in performance of this CONTRACT, except upon the prior written consent of COUNTY or an order entered by a court after having acquired jurisdiction over COUNTY. CONTRACTOR shall immediately give to COUNTY notice of any judicial proceeding seeking disclosure of such

information. CONTRACTOR shall indemnify and hold harmless COUNTY, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from CONTRACTOR's breach of this provision.

Insurance as a Condition of Payment:

Payments due to CONTRACTOR under this CONTRACT are expressly conditioned upon the CONTRACTOR's strict compliance with all insurance requirements under this CONTRACT. Payment to CONTRACTOR shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

Industrial Insurance Waiver:

With respect to the performance of this CONTRACT and as to claims against COUNTY, its officers, agents and employees, CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this CONTRACT extend to any claim brought by or on behalf of any employee of CONTRACTOR. This waiver is mutually negotiated by the parties to this CONTRACT.

Defense and Indemnity Contract:

Indemnification by CONTRACTOR. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon CONTRACTOR's or its subcontractors' use of, presence upon or proximity to the property of COUNTY. This indemnification obligation of CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this CONTRACT, are reflected in CONTRACTOR's compensation, and have been mutually negotiated by the parties.

Participation by County – No Waiver. COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under this CONTRACT.

Survival of CONTRACTOR's Indemnity Obligations. CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.

Indemnity by Subcontractors. In the event the CONTRACTOR enters into subcontracts to the extent allowed under this CONTRACT, CONTRACTOR's subcontractors shall indemnify COUNTY on a basis equal to or exceeding CONTRACTOR's indemnity obligations to COUNTY.

E-Verify:

The E-Verify contractor program for Mason County applies to contracts of \$100,000 or more and subcontracts for \$25,000 or more if the primary contract is for \$100,000 or more. CONTRACTOR represents and warrants that it will, for at least the duration of this CONTRACT, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Mason County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the COUNTY, to provide a copy of each such verification to the COUNTY. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this CONTRACT and ineligibility for any Mason County Contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the COUNTY due to contract cancellation or loss of license or permit." CONTRACTOR will review and enroll in the E-Verify program through this website: www.uscis.gov

Compliance with Applicable Laws, Rules and Regulations:

This CONTRACT shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, political subdivisions of the State of Washington and Mason County. CONTRACTOR also agrees to comply with applicable Federal, State, County or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

Termination for Default:

If CONTRACTOR defaults by failing to perform any of the obligations of the CONTRACT or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, COUNTY may, by depositing written notice to CONTRACTOR in the U.S. mail, terminate the CONTRACT, and at COUNTY's option, obtain performance of the work elsewhere. If the CONTRACT is terminated for default, CONTRACTOR shall not be entitled to receive any further payments under the CONTRACT until all work called for has been fully performed. Any extra cost or damage to COUNTY resulting from such default(s) shall be deducted from any money due or coming due to CONTRACTOR. CONTRACTOR shall bear any extra expenses incurred by COUNTY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by COUNTY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience:

COUNTY may terminate this CONTRACT in whole or in part whenever COUNTY determines, in its sole discretion, that such termination is in the interests of COUNTY. Whenever the CONTRACT is terminated in accordance with this paragraph, CONTRACTOR shall be entitled to payment for actual work performed in compliance with CONTRACT Exhibit A Scope-of-Services and Exhibit B Compensation. An equitable adjustment in the CONTRACT price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this CONTRACT by COUNTY at any time during the term, whether for default or convenience, shall not constitute breach of CONTRACT by COUNTY.

Termination for Reduced Funding:

COUNTY may terminate this CONTRACT in whole or in part should COUNTY determine, in its sole discretion, that such termination is necessary due to a decrease in available funding including State and/or Federal grants. Whenever the CONTRACT is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed in compliance with CONTRACT Exhibit A Scope-of-Services and Exhibit B Compensation.

Disputes:

1. Differences between the CONTRACTOR and COUNTY, arising under and by virtue of the AGREEMENT shall be brought to the attention of COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. For objections that are not made in the manner specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
2. The CONTRACTOR shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer of COUNTY, or (2) the happening of any event or occurrence, unless the CONTRACTOR has given COUNTY a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by COUNTY. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. CONTRACTOR shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
3. The CONTRACTOR shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by COUNTY, the CONTRACTOR has given COUNTY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this CONTRACT or otherwise, including issues of specific performance, shall be determined by arbitration in Shelton, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this CONTRACT. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this CONTRACT shall be determined by the arbitrator. The arbitrator shall apply substantive law

and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this CONTRACT shall be brought within six (6) years after the initial occurrence giving rise to the claim, dispute or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute or issue was continuing in nature. Claims, disputes or issues arising more than six (6) years prior to a written request or demand for arbitration issued under this Agreement are not subject to arbitration.

Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this CONTRACT, the venue of such action of litigation shall be in the courts of the State of Washington and Mason County. Unless otherwise specified herein, this CONTRACT shall be governed by the laws of Mason County and the State of Washington.

Severability:

If any term or condition of this CONTRACT or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this CONTRACT are declared severable.

Waiver:

Waiver of any breach or condition of this CONTRACT shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this CONTRACT shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of COUNTY to insist upon strict performance of any of the covenants of this CONTRACT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or contracts, but the same shall be and remain in full force and effect.

**Mason County
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for
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Attachment #2-Insurance and Bonding Requirements

A. MINIMUM Insurance Requirements:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
2. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
4. Employee Dishonesty coverage endorsed for third party fidelity coverage for COUNTY or endorsed to cover County Property with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
5. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to COUNTY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of COUNTY following receipt of proof of insurance as required herein.

B. Certificate of Insurance:

A Certificate of Insurance naming COUNTY as the Certificate Holder must be provided to COUNTY prior to CONTRACT start date.

C. Basic Stipulations:

1. CONTRACTOR agrees to endorse third party liability coverage required herein to include as additional insureds COUNTY, its officials, employees and agents, using ISO endorsement CG 20 10 with an edition date prior to 2004. CONTRACTOR also agrees to require all contractors, subcontractors, and anyone else involved in this CONTRACT on behalf of the CONTRACTOR (hereinafter "indemnifying parties") to comply with these provisions.

2. CONTRACTOR agrees to waive rights of recovery against COUNTY regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
3. All insurance coverage maintained or procured by CONTRACTOR or required of others by CONTRACTOR pursuant to this CONTRACT shall be endorsed to delete the subrogation condition as to COUNTY, or must specifically allow the named insured to waive subrogation prior to a loss.
4. All coverage types and limits required are subject to approval, modification and additional requirements by COUNTY. CONTRACTOR shall not make any reductions in scope or limits of coverage that may affect COUNTY's protection without COUNTY's prior written consent.
5. CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to COUNTY, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to CONTRACTOR's general liability policy using Insurance Services Office form CG 20 10 with an edition date prior to 2004. CONTRACTOR agrees, upon request by COUNTY to provide complete, certified copies of any policies required within 10 days of such request. COUNTY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by COUNTY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR. Any actual or alleged failure on the part of COUNTY or any other additional insured under these requirements to obtain proof of insurance required under this CONTRACT in no way waives any right or remedy of COUNTY or any additional insured, in this or in any other regard.
6. It is acknowledged by the parties of this CONTRACT that all insurance coverage required to be provided by CONTRACTOR or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to COUNTY.
7. CONTRACTOR agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to COUNTY. If CONTRACTOR's existing coverage includes a self-insured retention, the self-insured retention must be declared to the COUNTY. The COUNTY may review options with CONTRACTOR, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
8. CONTRACTOR will renew the required coverage annually as long as COUNTY, or its employees or agents face an exposure from operations of any type pursuant to this CONTRACT. This obligation applies whether or not the CONTRACT is canceled or terminated for any reason. Termination of this obligation is not effective until COUNTY executes a written statement to that effect.
9. The limits of insurance as described above shall be considered as minimum requirements. Should any coverage carried by CONTRACTOR or a subcontractor of any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured and those limits shall become the required minimum limits of insurance in all Paragraphs and Sections of this CONTRACT.

10. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to COUNTY and approved of in writing.

11. The requirements in this Exhibit supersede all other sections and provisions of this CONTRACT to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

12. Unless otherwise approved by COUNTY, insurance provided pursuant to these requirements shall be by insurers authorized to do business in Washington and with a minimum A.M. Best rating of A-:VII.

13. All insurance coverage and limits provided by CONTRACTOR and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this CONTRACT limits the application of such insurance coverage.

14. CONTRACTOR agrees require insurers, to provide notice to COUNTY thirty (30) days prior to cancellation of such liability coverage or of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. CONTRACTOR shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days' notice to COUNTY of any cancellation of coverage.

15. COUNTY reserves the right at any time during the term of the CONTRACT to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the COUNTY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

16. Requirements of specific coverage features are not intended as limitation on other requirements or as waiver of any coverage normally provided by any given policy. Specific reference to a coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.

17. CONTRACTOR agrees to provide immediate notice to COUNTY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. COUNTY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve COUNTY.

D. Bonding Requirements:

CONTRACTOR will provide COUNTY with a \$10,000 Performance Bond or letter of credit from a bank or other approved financial institution. Said bond or letter of credit will be provided to COUNTY prior to CONTRACT start date.

**Mason County
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Attachment #3-Proposed Janitorial Service Plan by Facility

Service Plan:

1. Submit a Service Plan for each facility.

2. Detail tasks by frequency completed.

A. If a task is completed less frequently than daily but more frequently than weekly, enter it in the "Weekly" section of the Service Plan with the frequency in (parenthesis) after the task.

Example:

Weekly:

Dust tables and counters (three times per week, two times per week, etc)

B. If a task is completed less frequently than weekly but more frequently than monthly, enter it in the "Monthly" section of the Service Plan with the frequency in (parenthesis) after the task.

Example:

Monthly:

Dust Ledges and Baseboards (every other week; twice per month, etc)

C. If a task is completed less frequently than monthly but more frequently than quarterly, enter it in the "Quarterly" section of the Service Plan with the frequency in (parenthesis) after the task.

Example:

Quarterly:

Wash interior windows (every other month; every six weeks, etc)

D. If a task is completed less frequently than quarterly but more frequently than annually, enter it in the "Annually" section of the Service Plan with the frequency in (parenthesis) after the task.

Example:

Annually:

Wash exterior windows (twice per year; every four months, etc).

3. Core and Optional Tasks:

Proposer can detail core tasks with optional additional tasks as long as the cost of the core tasks and each optional task is clearly defined.

4. Costs:

A. Monthly cost can be detailed per task per frequency with a total cost for the entire facility on an annual basis. -OR- With the monthly total of all the tasks detailed under each service frequency (initial deep clean, daily, weekly, monthly, quarterly and annually) with a total cost for the entire facility on an annual basis (remove the "\$" on each task line if choosing this option leaving a "\$" only on the monthly cost per services frequency line)

5. Form:

A. Alternative forms of the Service Plan is allowed as long as all the required information has been included.

B. Table rows/lines can be added or deleted as needed.

C. This form is available digitally. To request, send an e-mail to Kelly Frazier at KFrazier@co.mason.wa.us.

Proposed Janitorial Service Plan for Mason County

Facility: Enter facility here as it appears in the RFP-Section 1

Tasks	Cost
Initial Deep Clean:	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Cost for Initial Deep Clean	\$
Daily:	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Monthly Cost for Daily Tasks	\$
Weekly:	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Monthly Cost for Weekly Tasks	\$
Monthly:	
	\$
	\$
	\$
	\$
	\$

