



Administrative & Community Services
525 N Third Avenue
Pasco, WA 99301
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REQUEST FOR PROPOSAL

Janitorial Services

RESPONSE DUE: November 29 2022 at 2:00PM

November 2022

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1 INFORMATION AND INSTRUCTIONS

1.1 INVITATION TO PROPOSE

The City of Pasco, Washington (City) Administrative & Community Services Department is requesting proposals from qualified agencies to provide janitorial services to various City of Pasco facilities.

The complete RFP may be obtained for no charge via the City website – <http://www.pasco-wa.gov/Bids.aspx>. It is the sole responsibility of the Agency to obtain any RFP updates or addenda from the City website.

The City of Pasco, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, national origin, or sex in consideration for an award.

The City reserves the right to reject any and all responses and to waive technicalities or irregularities, and after careful consideration of all submissions and factors involved make the award to best serve the interests of the City of Pasco. The City also reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort Agencies have spent on their responses.

City of Pasco, Washington

Prepared by Samantha McCanse – Procurement Specialist

Reviewed by Dan Dotta – Facilities Division Manager

Approved by Zach Ratkai – Administrative & Community Service Director

1.2 INTENT OF THE CITY

It is the City's intent to have the selected Agency to provide janitorial services to City of Pasco facilities.

This RFP is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFP and the Agency's proposal will be used as the basis to determine final contractual obligations. It is understood that this RFP and the successful Agency's proposal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFP between the City and said Agency(s).

1.3 PROPOSAL

Interested Agencies are required to submit one digital (electronic) copy of their proposal. Failure to provide the proposal in the appropriate manner will result in disqualification. Hard-copy or fax proposals are not permitted and will not be accepted. One electronic copy, including attachments, shall be transmitted to the City Clerks office and be no larger than 20mb in size. Receipt time of submittal will be considered the time-stamp of the incoming email created automatically by the City's email server. Agencies are encouraged to submit their proposal with adequate time for the email to be processed by the City's email server.

Email submissions to the City Clerk:

cityclerk@pasco-wa.gov

Subject line: REQUEST FOR PROPOSAL: Janitorial Services

1.4 LATE PROPOSALS AND MODIFICATIONS

Proposals and modifications thereof received after the stated time of closing may be returned unopened. The City is not responsible for late deliveries. Time of closing will be determined per the Pacific Time Clock at <http://www.time.gov/>.

1.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written request up to one (1) hour after the stated time of closing, as mentioned above. Determination of the one-hour grace period shall be calculated based on the same reference as identified in Section 1.4.

1.6 CONDITIONS AFFECTING THE WORK

Before submitting a Proposal, each submitting Agency is advised to:

- A. Examine the RFP documents thoroughly.
- B. Familiarize himself/herself with federal, state, and local laws, ordinances, rules, and regulations that may – in any manner – affect the cost, progress, or performance of the work.
- C. Study and carefully correlate said Agency's observations with the RFP response.

Failure to do so will not relieve any Agency from any contractual obligations of the work described herein.

1.7 EXPLANATIONS FOR SUBMITTING AGENCY

There are Twenty-Nine (28) pages in this RFP, including the cover sheet and table of contents; each is sequentially numbered in the bottom right corner of the page (Pages 1 through 10, A-1 through A-7, and B-1 through B10). It is the responsibility of the submitting Agency to ensure that all pages are included. If any pages are missing, the Agency should immediately request a copy of the missing page(s) by emailing the request to the City Representatives listed in Section 1.8. Please write "**RFP – Janitorial Services**" in the subject line. It is the responsibility of the Agency to procure missing pages; proposals based on incomplete information will not be granted exception for any faults deriving thereof.

Any explanation desired by a submitting Agency regarding the meaning or interpretation of the RFP, or any part thereof, must be requested in writing (via email) and directed to all City Representatives listed in Section 1.8, no less than 72 hours prior to the time that proposals are due. Any interpretation made will be in the form of an addendum to the RFP, issued by the City and will be posted to the City Website – <http://www.pasco-wa.gov/Bids.aspx> . It is the sole responsibility of the Agency to obtain any RFP updates or addenda.

1.8 CITY REPRESENTATIVES

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City of Pasco
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Pasco, WA 99301
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1.9 FORM OF PROPOSALS

To assist in the evaluation process, proposals shall conform to the following:

- 1) The proposal shall be limited to a maximum of 20 numbered pages (10 double-sided pages).
- 2) All pages will be counted towards the page total, except for the front cover, back cover, tab pages, resumes, references, and the cover letter. The cover letter shall be limited to a maximum of 1 double-sided page.
- 3) All pages shall be printed on 8½" x 11" size paper and shall be printed double-sided.
- 4) Font shall be "Arial" no smaller than "10 point". Use of an alternate font or a size smaller than 10-point will result in a 50% score reduction. The body of this RFP is written in "Arial 10-point" as example.
- 5) Margins on all edges should be a minimum of 0.75-inches.
Electronic submittals only.

1.10 BASIS FOR SELECTION

A. General

The selected Agency must be able to:

- Complete all described work with in-house staff; no subcontract work allowed
- Complete work according to the schedule provided
- Complete background checks for staff that will be working in certain buildings

Selection Committee

The Selection Committee will be made up of three (3) or more City selected individuals and may include the City Representatives listed in Section 1.8 of this RFP.

B. Ranking:

The Selection Committee will review the RFP Proposal and evaluate all responses received based on the criteria listed herein. The City intends to select the Agency who is evaluated as the highest ranking Agency. The City will then begin the award process based on the evaluated scores. Submittals will be scored based on Evaluation Criteria from Section **4.1 PROPOSAL EVALUATION** of this RFP. The City reserves the right to make a selection based solely on the information contained in the written submittal.

The City further reserves the right to either interview selected Agency(s) or request additional information to help in determining the most qualified Agency. Should the City elect to conduct an interview for shortlisted candidates,

interviews will be evaluated per criteria from Section **4.2 INTERVIEW CRITERIA** of this RFP. The City may make a selection based on any combination of written or interview evaluations. Selection of the committee shall be final. The selected Agency shall be notified in writing by the City, and no other method shall be considered to be an official notification of selection by the City.

The City reserves the right to reject any or all of the submittals. If the City elects to select one of the submitting Agencies, the City will have the right to negotiate with said submitting Agency over the final terms and conditions of the contract in the best interest of the City. The primary objective of the negotiations is to maximize the City's ability to obtain the best value, based on the requirements and evaluations relating to this RFP. If an agreement cannot be reached, the negotiations will be terminated and similar negotiations will occur with the next-ranked submitting Agency.

1.11 Personal Services Agreement

The successful Agency(s) will be required to sign the City's Professional Services Agreement, a copy of which is enclosed to this RFP in [Appendix A]. Please write "**RFP – Janitorial Services**" in the subject line for all emails and correspondence related to this project. All submitting Agencies are directed to carefully review the Professional Services Agreement before preparing their submittal, as the successful Agency(s) will not be able to significantly modify the wording of the City's Professional Services Agreement. The successful Agency'(s) refusal to sign the City's Personal Services Agreement will render their submission nonresponsive, all dialogues will be immediately terminated, and negotiations will begin with the next ranked submitting Agency.

2 SCOPE OF WORK

2.1 BACKGROUND

It is the City's intent to have the selected Agency to provide janitorial services to various City of Pasco facilities.

Facilities Tour

Agencies are encouraged to make a physical inspection of the properties. A tour will be conducted November 21, 2022, at 10:00 a.m. at the Facilities office (1st floor), Pasco City Hall, 525 N. Third Avenue, Pasco WA. Questions regarding this tour may be directed to the City Representatives listed in 1.8.

Building Locations

City of Pasco City Hall, Modular Facility, Transportation Depot, Martin Luther King Center, Kurtzman Building, Public Works Facility, Water Treatment Facility, Lewis Street Post Office, Senior Citizen's Center and the Public Library Facility

Frequency of services

See Appendix B for schedule & service requested for each building

Contract Period

This RFP is to establish a five-year contract for the specified janitorial services, which may be extendable up to an additional 5 successive 12-month periods as mutually agreeable between the City of Pasco and the successful Agency.

2.2 AGENCY RESPONSIBILITIES

Prevailing Wage Requirements

The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in Franklin County.

Prevailing wage rates that relate to public building service maintenance may be found at:

<https://secure.lni.wa.gov/wagelookup/>

by selecting “Building Services Employees” under Wage Rates by TRADE.

Lost, Found or Missing Articles

Contractor shall be responsible for any theft or damage by his/her employees/agents of any City property or City employee’s property. Contractor shall pay restitution at fair market value within ten (10) days to the City or City employee, whichever is appropriate.

Supplies

All cleaning supplies, equipment and products necessary to the performance of this contract are to be provided by the contractor. The owner’s representative must approve a list of all cleaning supplies and products that the successful contractor intends to use. Exception: The City will provide the following supplies:

- Product used on wood floors
- Toilet paper
- Paper towels
- Garbage can liners
- Liquid hand soap to fill lavatory dispensers

2.3 CITY RESPONSIBILITIES

City staff will assist the selected Agency where possible but said Agency should anticipate and be prepared to be completely self-reliant in accomplishing the tasks associated with this RFP. The City will provide, when available, project information and any other associated project documents, as well as base information (such as original survey, base map with existing utility data, City Standards, etc.).

3 REQUIREMENTS AND QUALIFICATIONS

3.1 PROPOSAL REQUIREMENTS

Formatting of the submittal shall be as set forth in Section 1.9 of this RFP. In addition to these formatting requirements, per Section 4.1 the following items, at a minimum, shall be included in the submittal:

- A. Proposal Costs:
 - 1) Provide a current rate schedule for the description of associated work necessary to complete the request services.
- B. Report/Response Time:
 - 1) Within your proposal please note the response and completion time your Agency would need for the requested services.
- C. Availability:
 - 1) Provide a statement of your Agency’s current availability and communication plan with the City.
- D. Experience, Qualifications, & References:
 - 1) Demonstrated expertise of key personnel in relation to the scope of potential work; including relative degrees, licenses and certifications. Submitted resumes shall not exceed one page in length per team

member. Resumes are not counted in the overall page total and shall be included as an appendix. DO NOT submit resumes for employees who will not actively work on this project.

- 2) In a statement, provide a minimum of five (5) references. References should have direct experience with the proposing Agency and other proposed key personnel. Reference sheet(s) are not counted in the overall page total and shall be included as an appendix.

To be eligible to respond to the proposal, the proposer must demonstrate that their business is qualified to perform the work by showing that they have successfully completed services substantially similar to those specified for a minimum of three (3) years. The Agency will provide a minimum of five (5) references, current within the last two (2) years, for janitorial services performed in facilities similar to those to be serviced. These references will include the names of the companies, their addresses, approximate square footages, the telephone and fax numbers, the name of two (2) persons to contact for each facility, and the length of time the Agency performed cleaning services to each. The City reserves the right to confirm the Agency's qualifications and must be allowed access to all reference sites upon request for the purpose of visual inspection and evaluation.

E. Presentation, Organization, & Clarity of RFP documents

- 1) The organization of the RFP submittal and the manner in which information is presented is well organized, clear, and concise.

3.2 AGENCIES QUALIFICATIONS

The required minimum qualifications for submitting Agencies are as follows:

- A. Staff should currently possess all applicable certifications and licensing from the State of Washington required to complete requested services. Including a City of Pasco Business License (or in the process of obtaining one).
- B. Knowledge of all applicable Federal, State, and local regulations and standards.
- C. Minimum of 5 years' experience

4 AGENCY SELECTION PROCEDURES

4.1 PROPOSAL EVALUATION CRITERIA

A. RFP Submittals received by the City of Pasco will be reviewed by the Selection Committee, and will be evaluated based upon criteria including, but not limited to, the following:

CATEGORY	Points
PROPOSAL COSTS a. Provide a current rate schedule for the description of associated work necessary to complete requested services.	15
REPORT/RESPONSE TIME a. Within your proposal please note the response and completion time your Agency would need for the requested services.	25
AVAILABILITY a. Provide a statement of your Agency's current availability and communication plan with the City.	25
EXPERIENCE, QUALIFICATIONS, & REFERENCES a. Demonstrated expertise of key personnel in relation to the scope of potential work; including relative degrees, licenses and certifications. Submitted resumes shall not exceed one page in length per team member. Resumes are not counted in the overall page total and shall be included as an appendix. DO NOT submit resumes for employees who will not actively work on this project. b. In a statement, provide names and phone numbers of a minimum of five (5) references. References should have direct experience with the proposing Agency and other proposed key personnel. Reference sheet(s) are not counted in the overall page total and shall be included as an appendix.	25 5
PRESENTATION, ORGANIZATION AND CLARITY OF RFP SUBMITTAL a. The organization of the RFP submittal and the manner in which information is presented in the submittal will be evaluated as an indication of the Agency's ability to assemble clear and concise documents and to present the project to the City.	5
TOTAL	100

4.2 INTERVIEW CRITERIA

Should the City elect to conduct interviews with short-listed candidates, Agencies should plan for the following:

- 1) Interview format (if used):
 - a. 20-minute presentation & 10 minute question/answer period **or** a 30-minute dialogue style presentation which involves question/answer's throughout presentation.
 - b. Presentation team shall have a maximum of three (3) people.
 - c. The City may elect to conduct a phone interview without the requirement of a presentation
- 2) Presentation: The objective of the interview will be to clearly demonstrate the Agency's qualifications to provide Janitorial Services to the satisfaction of the City. The presentation shall be brief and concise and shall include but shall not be limited to:
 - a. A demonstration of understanding, objectives, and challenges.
 - b. A presentation of how the team proposes to manage requested work
 - c. A description of how the Agency propose to work and communicate with the City
 - d. Following a review of the submittals, the City may establish specific requirements and content for the interview to further aid in the determination of the Agency's qualifications.
 - e. Questions: The selection team may prepare a list of standard questions for the interview. Additional questions may be developed based on the Agency's Proposal to clarify information submitted.

The City will then negotiate a specific scope of services, fees, and schedule with the selected Agency. If an agreement cannot be reached with the first selected Agency, the City will terminate negotiations with said Agency and open negotiations with the second ranked Agency. The compensation discussed with one Agency is confidential and will not be discussed or disclosed with others.

APPENDIX A: PERSONAL SERVICES AGREEMENT

**JANITORIAL SERVICES
{CONTRACTOR}
Agreement No. XXXXX**

THIS AGREEMENT is entered by and between the City of Pasco and [] referred to as Contractor on the _____ day of _____, 2022 for the purpose of contracting for Janitorial Services.

RECITALS

WHEREAS, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including: technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying.

NOW, THEREFORE, in consideration of the mutual covenants, and performances contained herein, the parties agree as follows:

1. **Scope of Services.** The Contractor shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, as identified and designated as Contractor's Responsibilities throughout this Agreement, and as more particularly described in Scope of Work detailed in [Exhibit A], attached hereto and incorporated herein (the "Project").
2. **Term.** This Project shall begin on the execution date listed above and promptly be completed by XX/XX/XXXX.
3. **Compensation and Payment.**
 - 3.1 Payment for services provided hereunder shall be made following the performance of such services. Such payment shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project.
 - 3.2 No payment shall be made for any services rendered by the Contractor except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.
 - 3.3 The City shall pay the Contractor for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The City shall approve all invoices before payment is issued. Payment shall occur within *thirty* (30) days of receipt and approval of an invoice.
 - 3.4 The City shall pay the Contractor for all work performed and expenses incurred under this Agreement, as follows.

Other: _____

4. Reports and Inspections.

- 4.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, studies, surveys, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- 4.2 The Contractor shall, at any time during normal business hours and as often as the City or the Washington State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to this Agreement. Contractor shall be provided a copy of such reports.
- 4.3 The Contractor, during the term of this Agreement, shall obtain all permits and registration documents necessary for the performance of its work and for the execution of services at its own expense, and shall maintain its validity. Upon request, the Contractor shall deliver to the City copies of these licenses, registration documents, and permits or proof of their issuance or renewal.
- 4.4 Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.
- 4.5 The Contractor shall retain all books, records, documents or other material relevant to this Agreement for *three* (3) years after its expiration. Contractor agrees that the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during this period.

5. Ownership and Use of Documents.

- 5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Contractor for performing the services subject to this Agreement, as well as any final product, collectively referred to as "work product," shall be deemed as the exclusive property of the City, including copyright as secured thereon. Contractor may not use them except in connection with the performance of the services under this Agreement or with the prior written consent of the City. Any prior copyrighted materials owned by the Contractor and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Contractor subject to a license granted to the

City for their continued use of the products and services provided under this Agreement. Any work product used by the Contractor in the performance of these services which it deems as “confidential,” “proprietary,” or a “trade secret” shall be conspicuously designated as such.

- 5.2 In the event of Contractor’s default, or if this Agreement is terminated prior to its completion, the work product of the Contractor, along with a summary of the services performed to date of default or termination, shall become the property of the City, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Contractor. If the Agreement is terminated through convenience by the City, the City agrees to pay Contractor for the preparation of the summary of services provided.

6. Public Records.

- 6.1 Contractor acknowledges that the City is an agency subject to Chapter 42.56 RCW “Public Records Act.” All preliminary drafts or notes prepared or gathered by the Contractor, and recommendations of the Contractor are exempt prior to the acceptance by the City or public citation by the City in connection with City action.
- 6.2 If the Contractor becomes a custodian of public records of the City and request for such records is received by the City, the Contractor shall respond to the request by the City for such records within *five* (5) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed *twenty* (20) business days unless extraordinary good cause is shown.
- 6.3 In the event the City receives a public records request for protected work product of the Contractor within its possession, the City shall, prior to the release of any protected work product or as a result of a public records request or subpoena, provide Contractor at least *ten* (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Contractor to enjoin or otherwise prevent such release.

7. Independent Contractor Relationship.

- 7.1 The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Contractor. No agent, employee, officer or representative of the Contractor shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits or privileges the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.
- 7.2 In the performance of the services provided in this Agreement, Contractor is an independent contractor with full authority to control and direct the performance of the

- details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.
- 7.3 The Contractor shall comply with all State and Federal laws including, but not limited to:
- 7.3.1 The definition requirements of RCW 50.04.140 (Employment Security).
- 7.3.2 RCW 51.08.195 (Industrial Insurance).
- 7.3.3 Obtain a City of Pasco business license.
- 7.4 The City may, at its sole discretion, require the Contractor to remove any employee, agent or servant from employment on this Project who, in the City's sole discretion, may be detrimental to the City's interest.
- 7.5 Contractor as an independent contractor and not an employee shall not be entitled to any employee benefits including but not limited to vacation time, sick leave, paid time off, or paid holidays.

8. Indemnification.

- 8.1 The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 8.2 However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8.3 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- 8.4 This indemnification shall include damages, penalties and attorney fees caused by Contractor's delayed or failed performance of Section 6 above.
9. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor's maintenance of insurance as

required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.1 Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

9.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

9.1.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

9.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.1.4 Professional Liability insurance appropriate to the Contractor's profession.

9.2 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

9.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2.2 Commercial General Liability insurance shall be written with limits no less than:

- \$2,000,000 each occurrence; and
- \$2,000,000 general aggregate;

9.2.3 Professional Liability insurance shall be written with limits no less than:

- \$2,000,000 per claim; and
- \$2,000,000 policy aggregate limit;

9.3 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

9.3.1 The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after *thirty* (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- 9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 9.5 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- 9.6 Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within *two* (2) business days of their receipt of such notice.
- 9.7 City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- 9.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving *five* (5) business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
10. **Nondiscrimination.** In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.
11. **Covenant Against Contingent Fees.** The Contractor warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.
12. **Assignment and Subcontracting.**

- 12.1 The City has awarded this Agreement to the Contractor due to its unique qualifications to perform these services. The Contractor shall not assign its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least *thirty* (30) days prior to the date of any proposed assignment.
- 12.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances, and guidelines.
- 12.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.

13. Termination.

- 13.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon giving the other party no less than *ten* (10) business days written notice in advance of the effective date of such termination.
- 13.2 Termination for Cause. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within *five* (5) business days of written notice thereof, the City may terminate this Agreement for cause. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination.

14. General Provisions.

- 14.1 For the purpose of this Agreement, time is of the essence.
- 14.2 Notice. Notice provided for in this Agreement shall be sent by:
 - 14.2.1 Personal service upon the Project Administrators; or
 - 14.2.2 Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.
- 14.3 The Project Administrator for the purpose of this Agreement shall be:
 - 14.3.1 For the City: XXXXXXXXXXXX, or his/her designee
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
[XXXXXXXXXX](#) (e-mail address)
 - 14.3.2 For the Contractor: XXXXXXXXXXXX, or his/her designee
XXXXXXXXXX

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX (e-mail address)

15. Dispute Resolution.

15.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.

15.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

16. Nonwaiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other similar event or other provision of this Agreement.

17. Integration. This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.

18. Authorization. By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the City and the Contractor respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PASCO, WASHINGTON

CONTRACTOR

Adam Lincoln, City Manager

CONTRACTOR

ATTEST:

Debra C. Barham, City Clerk

APPROVED AS TO FORM:

Kerr Ferguson Law, PLLC, City Attorney

Locker Rooms & Showers									
Dust & damp mop floor	X		X		X	Scrub floor			
Gym - Dust & damp mop	X				X				
Replace lights as needed									

Pasco Police Department, Police Training Center

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet	X	X	X	X	X				
Detail edge vacuum carpets								X	
Extract all accessible carpets									X
Dust mop all hard surfaces	X	X	X	X	X				
Damp mop all hard surfaces	X	X	X	X	X				
Scrub & wax floors								X	
Strip and wax floors									X
Empty trash	X	X	X	X	X				
Clean partition glass & door trim	X		X		X				
Dust office furniture							X		
Clean all drinking fountains	X	X	X	X	X				
Clean light switch plates, door glass, window sills, chairs, file cabinets, tables, ledges, shelves within reach.	X		X		X				
Clean ceiling diffusers & light fixtures								X	
Remove all interior/exterior cobwebs	As Needed								
Restrooms									
Clean & disinfect: Toilets, sinks and urinals	X	X	X	X	X				
Clean and polish fixtures & dispensers	X		X		X				
Mop floors with germicide/disinfectant	X	X	X	X	X				
Restock paper products & soap	X	X	X	X	X				
Spot clean walls, partitions	X		X		X				
Clean mirrors	X	X	X	X	X				
Seal floors								X	
Strip & wax floors									X
Clean Air Return Vent Covers									X
Clean Vent Fan Covers									X
Employee Lounge									
Clean sink & empty trash	X	X	X	X	X				
Mop or vacuum floor	X	X	X	X	X				
Restock paper products & soap	X	X	X	X	X				
Seal floor								X	
Strip & wax floors									X
Lobbies	X	X	X	X	X				
Vacuum	X		X		X				
Spot clean doors & walls									
Extract carpet									X
Seal Floor									x
Strip & Wax Floor									x

Stairwells									
Sweep & Mop						X			
Wipe down handrails						X			
Entryways									
Clean glass	X	X	X	X	X				
Windows									
Clean exterior glass inside & out									1X
Locker Rooms & Showers									
Dust & damp mop floor	X	X	X	X	X	Scrub floor			
Clean Air Return Vent Covers									X
Clean Vent Fan Covers									X
Replace lights as needed									

First Ave Center

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet		X							
Detail edge vacuum carpets								X	
Extract all accessible carpets									X
Dust mop all hard surfaces		X							
Damp mop all hard surfaces		X							
Scrub & wax floors									
Strip and wax floors									
Empty trash		X							
Clean partition glass & door trim		X							
Dust office furniture		X							
Remove interior/exterior cobwebs	As Needed								
Clean all drinking fountains									
Clean light switch plates, door glass, window sills	X								
Clean ceiling diffusers & light fixtures								X	
Clean exterior glass inside & out									1X
Service Bar									
Damp wipe counters		X							
Dust mop floors		X							
Damp mop floors		X							
Restrooms									
Clean & disinfect: Toilets, sinks and urinals		X							
Clean and polish fixtures & dispensers		X							
Mop floors with germicide/disinfectant		X							
Restock paper products & soap		X							
Spot clean walls, partitions		X							
Clean mirrors		X							
Entry									
Vacuum carpet		X							
Replace lights as needed									

Transportation Depot Building

General Areas - Does not include Greyhound Offices/Amtrak Offices/Estrella Blanca Bus Offices

	Mon	Tues	Wed	Thur	Fri	Sat	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet	X	X	X	X	X	X			
Detail edge vacuum carpets							X		
Extract all accessible carpets									X
Dust mop all hard surfaces	X	X	X	X	X	X			
Damp mop all hard surfaces	X		X		X				
Scrub & wax floors								X	
Strip and wax floors									X
Empty trash	X	X	X	X	X	X			
Remove interior/exterior cobwebs	As Needed								
Clean all drinking fountains	X	X	X	X	X	X			
Clean vending machines	X		X		X				
Empty ashtrays and trash cans inside and outside of building. Clean same.	X	X	X	X	X	X			
Clean ceiling diffusers & light fixtures								X	
Restrooms									
Clean & disinfect: Toilets, sinks and urinals	X	X	X	X	X	X			
Clean and polish fixtures & dispensers	X	X	X	X	X	X			
Mop floors with germicide/disinfectant	X	X	X	X	X	X			
Restock paper products & soap	X	X	X	X	X	X			
Spot clean walls, partitions	X	X	X	X	X	X			
Clean mirrors	X	X	X	X	X	X			
Scrub quarry floor tiles							X		
Entryways									
Clean glass	X	X	X	X	X	X			
Clean/vacuum floor mats	X	X	X	X	X	X			
Sweep sidewalks	X		X		X				
Hose down sidewalks	X								
Windows									
Clean all exterior glass inside & outside									1X
Replace lights as needed									

Cemetery Office

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
General Areas									
Vacuum & spot clean carpet					X				
Dust mop all hard surfaces					X				
Extract carpet	As needed								
Empty trash					X				
Remove interior/exterior cobwebs	As needed								
Scrub & wax floor								X	
Strip & wax floor									X
Restrooms									
Clean & disinfect: Toilets, sinks and urinals					X				

Clean and polish fixtures & dispensers					X				
Mop floors with germicide/disinfectant					X				
Restock paper products & soap					X				
Spot clean walls, partitions					X				
Clean mirrors					X				
Scrub & wax floors								X	
Strip & wax floors									X
Kitchen Area									
Clean sink & fixtures, empty trash, dust & damp mop floor, restock paper products					X				
Scrub & wax floors								X	
Strip & wax floors									X
Windows									
Clean exterior glass inside and out									1X

Pasco Library

	Mon	Tues	Wed	Thur	Fri	Sat	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet	X		X		X				
Detail edge vacuum carpets								X	
Extract all accessible carpets									X
Dust mop all hard surfaces	X		X		X				
Damp mop all hard surfaces	X		X		X				
Scrub & wax floors								X	
Strip and wax floors									X
Empty trash	X		X		X				
Clean partition glass & door trim	X		X		X				
Dust office furniture							X		
Clean all drinking fountains	X		X		X				
Clean light switch plates, door glass, window sills, chairs, file cabinets, tables, ledges, shelves within reach.	X		X		X				
Clean ceiling diffusers & light fixtures								X	
Remove all interior/exterior cobwebs	As Needed								
Restrooms									
Clean & disinfect: Toilets, sinks and urinals	X		X		X	X			
Clean and polish fixtures & dispensers	X		X		X	X			
Mop floors with germicide/disinfectant	X		X		X	X			
Restock paper products & soap	X		X		X	X			
Spot clean walls, partitions	X		X		X				
Clean mirrors	X		X		X	X			
Seal floors								X	
Strip & wax floors									X
Employee Lounge									
Clean sink & empty trash	X		X		X				
Mop or vacuum floor	X		X		X				
Restock paper products & soap	X		X		X				
Seal floor								X	

Strip & wax floors									X
Entryways									
Clean glass	X		X		X				
Windows									
Clean exterior glass inside & out									1X
Replace lights as needed									
Windows									
Clean exterior glass inside and out									1X

MLK Center

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet	X		X		X				
Detail edge vacuum carpets								X	
Extract all accessible carpets									X
Dust mop all hard surfaces	X		X		X				
Damp mop all hard surfaces	X		X		X				
Scrub & wax floors								X	
Strip and wax floors									X
Empty trash	X		X		X				
Clean partition glass & door trim	X		X		X				
Dust office furniture							X		
Clean all drinking fountains	X		X		X				
Clean light switch plates, door glass, window sills, chairs, file cabinets, tables, ledges, shelves within reach.	X		X		X				
Clean ceiling diffusers & light fixtures								X	
Remove all interior/exterior cobwebs	As Needed								
Restrooms									
Clean & disinfect: Toilets, sinks and urinals	X	X	X	X	X				
Clean and polish fixtures & dispensers	X		X		X				
Mop floors with germicide/disinfectant	X	X	X	X	X				
Restock paper products & soap	X	X	X	X	X				
Spot clean walls, partitions	X		X		X				
Clean mirrors	X	X	X	X	X				
Seal floors								X	
Strip & wax floors									X
Entryways									
Clean glass	X		X		X				
Windows									
Clean exterior glass inside & out									1X
Gym - Dust & damp mop	X				X				
Replace lights as needed									

Rd 68, Lewis St, Alderwood and Kurtzman Mini Stations

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
General Areas									
Vacuum & spot clean carpet				X					
Dust mop all hard surfaces				X					
Extract carpet	As needed								
Empty trash				X					
Remove interior/exterior cobwebs	As needed								
Scrub & wax floor								X	
Strip & wax floor									X
Restrooms									
Clean & disinfect: Toilets, sinks and urinals				X					
Clean and polish fixtures & dispensers				X					
Mop floors with germicide/disinfectant				X					
Restock paper products & soap				X					
Spot clean walls, partitions				X					
Clean mirrors				X					
Scrub & wax floors								X	
Strip & wax floors									X
Kitchen Area									
Clean sink & fixtures, empty trash, dust & damp mop floor, restock paper products				X					
Scrub & wax floors								X	
Strip & wax floors									X
Windows									
Clean exterior glass inside and out									1X
Replace lights as needed									

Water Treatment Plant (1015 S. Grey)

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Offices, Common & Public Areas					X				
Vacuum & spot clean carpet					X				
Extract all accessible carpets									X
Detail edge vacuum carpets					X				
Dust mop all hard surfaces					X				
Damp mop all hard surfaces					X				
Empty trash					X				
Clean partition glass					X				
Clean all drinking fountains					X				
Clean light switch plates, door glass, window sills, chairs, file cabinets, tables, ledges					X				
Scrub & wax floors								X	
Strip & wax floors									X
Remove all interior/exterior cobwebs					X				
Clean all ceiling diffusers & light fixtures								X	
Clean exterior glass inside and out									1X
Restrooms									

Clean & disinfect: Toilets, sinks and urinals					X				
Clean and polish fixtures & dispensers					X				
Mop floors with germicide/disinfectant					X				
Restock paper products & soap					X				
Spot clean walls, partitions					X				
Clean mirrors					X				
Break room									
Clean sink					X				
Empty trash					X				
Mop or vacuum floor					X				
Restock paper & soap products					X				
Entryways									
Clean glass, ashtrays, floor					X				
Clean/vacuum floor mats					X				
Sweep and mop tile					X				
Replace lights as needed									

Public Works Building & Office Building (1025 S Grey)

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet									
Detail edge vacuum carpets								X	
Extract all accessible carpets			X		X				
Dust mop all hard surfaces			X		X				
Damp mop all hard surfaces			X		X				
Maintain hard floors to standard							X		
Empty trash			X		X				
Clean partition glass			X		X				
Clean all drinking fountains									
Clean door trim, light switch plates, door knobs, door glass window sills, file cabinets, tables, ledges, shelves within reach.			X		X				
Clean ceiling diffusers & light fixtures								X	
Remove all interior/exterior cobwebs	As Needed								
Restrooms									
Clean & disinfect: Toilets, sinks and urinals			X		X				
Clean and polish fixtures & dispensers			X		X				
Mop floors with germicide/disinfectant			X		X				
Restock paper products & soap			X		X				
Spot clean walls, partitions			X		X				
Clean mirrors			X		X				
Scrub & wax floors								X	
Strip & wax floors									X
Employee Lounge			X		X				
Clean sink & empty trash			X		X				
Mop or vacuum floor			X		X				
Restock paper products & soap									
Maintain hard floors to standard									

Scrub & wax floor								X	
Strip & wax floors									X
Entryways			X		X				
Clean glass			X		X				
Vacuum carpet									
Extract carpet								X	
Windows									
Clean exterior glass inside & out									1X
Replace lights as needed									

Water Treatment Plant (1306 W. "B")

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Offices, Common & Public Areas									
Vacuum & spot clean carpet							X		
Dust mop all hard surfaces							X		
Damp mop all hard surfaces							X		
Strip, wax and buff vinyl floors									X
Remove all interior/exterior cobwebs	As needed								
Clean stairs							X		X
Restrooms									
Strip & Seal Floors									X
Breakroom									
Vacuum and extract carpet									

Modular Building

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet		X							
Detail edge vacuum carpets								X	
Extract all accessible carpets									X
Dust mop all hard surfaces		X							
Damp mop all hard surfaces		X							
Scrub & wax floors									
Strip and wax floors									
Empty trash		X							
Clean partition glass & door trim		X							
Dust office furniture		X							
Remove interior/exterior cobwebs	As Needed								
Clean all drinking fountains									
Clean light switch plates, door glass, window sills, chairs, file cabinets, tables, ledges, shelves within reach.		X							
Clean ceiling diffusers & light fixtures								X	
Clean exterior glass inside & out									1X
Service Bar									
Damp wipe counters		X							
Dust mop floors		X							
Damp mop floors		X							

Restrooms									
Clean & disinfect: Toilets, sinks and urinals		X							
Clean and polish fixtures & dispensers		X							
Mop floors with germicide/disinfectant		X							
Restock paper products & soap		X							
Spot clean walls, partitions		X							
Clean mirrors		X							
Entry									
Vacuum carpet		X							
Replace lights as needed									

Lewis Street Post Office

	Mon	Tues	Wed	Thur	Fri	2x mo	Monthly	Quarterly	Annually
Office and General Areas									
Vacuum & spot clean carpet		X			X				
Dust mop all hard surfaces		X			X				
Damp mop all hard surfaces		X							
Empty trash		X			X				
Clean door trim, light switch plates, door knobs, door glass window sills, file cabinets, tables, ledges, shelves within reach.		X			X				
Remove interior/exterior cobwebs	As Needed								
Clean all drinking fountains		X			X				
Clean ceiling diffusers & light fixtures								X	
Restrooms									
Clean & disinfect: Toilets, sinks and urinals		X			X				
Clean and polish fixtures & dispensers		X			X				
Mop floors with germicide/disinfectant		X			X				
Restock paper products & soap		X			X				
Spot clean walls, partitions		X			X				
Clean mirrors		X			X				
Scrub & wax floors								X	
Strip & wax floors									X
Elevator									
Clean floor		X			X				
Spot clean doors & walls		X			X				
Interior stairwells									
Clean steps		X			X				
Wipe down walls & handrails		X			X				
Exterior stairwells									
Clean	At least once a week								
Back loading dock door									
Clean					X				
Replace lights as needed									