



**REQUEST FOR PROPOSALS (RFP)  
FOR  
JANITORIAL SERVICES**

**CITY OF RIDGEFIELD, WASHINGTON**

**REQUEST FOR PROPOSALS (RFP)  
FOR  
JANITORIAL SERVICES**

Bid Proposals due Monday, October 22, 2018 @ 2:00pm

City Hall

230 Pioneer Street

Ridgefield, WA 98642

**Service Locations**

City Hall	230 Pioneer Street
Community Development	301 N 3 <sup>rd</sup> Avenue
Police Department	116 N Main Avenue
Public Works Department	109 W Division Street



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## Table of Contents

<b>Section A - General Information .....</b>	<b>3-7</b>
<b>Section B – RFP Terms and Conditions .....</b>	<b>8-9</b>
<b>Section C – General Scope of Services .....</b>	<b>10-20</b>
<b>Section D – RFP Proposal Form .....</b>	<b>21-22</b>
<b>Section E – Information to be Submitted with Proposal .....</b>	<b>23-24</b>
<b>Section F – RFP Checklist .....</b>	<b>25</b>
<b>Section G – Proposer’s Qualification Certificate .....</b>	<b>26-29</b>
<b>Exhibit 1 – City’s Standard Contract for Services .....</b>	<b>30-39</b>



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## SECTION A – GENERAL INFORMATION

### I. PURPOSE

A. The City of Ridgefield requests interested facility maintenance and janitorial firms to submit Request for Proposals (RFP) for janitorial services. The City is interested in awarding a contract for a twelve (12) month period with the option to renew two (2) additional twelve (12) month extensions. All bidding Contractors must submit sealed proposals to furnish all necessary labor and supervision to satisfactorily perform janitorial services at the following four (4) City facilities:

1. Ridgefield City Hall – 230 Pioneer Street, Ridgefield, WA 98642
2. Ridgefield Police Department – 116 N Main Avenue, Ridgefield, WA 98642
3. Ridgefield Community Development – 301 N 3<sup>rd</sup> Avenue, Ridgefield, WA 98642  
(Location may not be applicable 1<sup>st</sup> quarter of 2019)
4. Ridgefield Public Works Office - 109 W Division Street, Ridgefield, WA 98642

### II. RFP SCHEDULE

A. The City will follow a schedule, which should result in the selection of a janitorial maintenance firm to provide services starting on or about Thursday, November 1, 2018.

1. Issue RFP	Monday, October 1, 2018
2. Notice of Intent to Apply - email	Thursday, October 11, 2018
3. Mandatory Conference and Facilities Walk Through	Monday, October 15, 2018 1:30 pm – 4:30 pm
4. <b>Proposals Due</b>	Monday, October 22, 2018 at or before 2:00 pm
5. Panel meets to review proposals	Tuesday, October 23, 2018
6. Award Contract	Friday, October 26, 2018
7. Contract Execution Date	Week of November 5, 2018



## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

The RFP will be available to contractors through the City of Ridgefield's Small Works Roster Process. The City of Ridgefield uses its own bidding and RFP process but uses the Municipal Services Research Center Small Works Roster ([www.mrscrosters.org](http://www.mrscrosters.org)) to solicit bids from applicable contractors. The RFP will be issued beginning October 1, 2018. While Notice of Intent to Apply is not a mandatory requirement, notification would be appreciated as it is a means for the City to track and plan for the Request for Proposals process. Email Intent to Apply to [bids@ci.ridgefield.wa.us](mailto:bids@ci.ridgefield.wa.us) – Attention Kirk Johnson, Finance Director.

- B. A Mandatory Conference and Facilities Walk Through is scheduled for Monday October 15, 2018 between the hours of 1:30 pm and 4:30 pm. The conference and tour will begin at Ridgefield City Hall, 230 Pioneer Street, Ridgefield, WA 98642. All contractors will then be expected to travel to each location to view the facilities to be offered janitorial services. Contractors not attending the Mandatory Conference and Facilities Tour will not be able to participate in the RFP bid process, no exceptions.

### **III. INSTRUCTIONS TO CONTRACTORS**

- A. RFP proposals shall be delivered to:

Ridgefield City Hall

230 Pioneer Street Ridgefield, WA 98642

Proposals must be received by Monday October 22, 2018 at or before the hour of 2:00 pm. Proposals received after 2:00 pm will not be considered for the contract proposal process - no exceptions.

- B. Three (3) copies of the RFP must be placed in a sealed envelope and clearly labeled in the lower left corner "Proposal for Janitorial Services."
- C. The following information must be included in all proposals:
1. A statement delineating proven experience and expertise in providing the services requested in this RFP.
  2. Resumes for the key individual(s) to be assigned to complete the required services.
  3. Identification of the individual in charge of contractual arrangements or managing contracts (i.e., contract manager, supervisor).
  4. How many staff you project are needed to complete the scope of work.
  5. The hourly wages to be paid to laborers and workers under all public service contracts shall



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

not be less than the prevailing rate of wage for an hour's work in the same trade or occupation and shall be in accordance with the provisions of RCW Chapter 39.12. In the context of this contract, this requirement is applicable to all Building Service Employees.

[Ref. WAC 296-127-01308]. NOTE: This requirement is also applicable to all subcontractors.

6. Provide an explanation of what information, equipment and/or assistance will be required from the City.
  7. Description of how work will be performed and how tasks will be tracked.
  8. A list of contracts within the last five (5) years, identifying contracts similar to the requested services, including the name, title, and phone number of an appropriate local contact.
  9. Three (3) references for similar services.
- D. Even though it is the City of Ridgefield's goal to award this contract to a single vendor, it is possible that the City may instead choose to award the bid to multiple contractors depending on their proposals for individual sites. Therefore:
1. The proposer shall provide a Proposal for each facility, including Washington State sales tax after totaling the cost of all services for each individual site. These individual site proposals should assume the City will award different facilities to separate contractors.
  2. The proposer will provide a TOTAL price for custodial services for ALL sites, including Washington State sales tax after totaling the cost of all services for each facility. The TOTAL proposal for all sites assumes the City will award the entire contract to a single contractor.
- A hard copy is also available for review at the Ridgefield City Hall at 230 Pioneer Street, Ridgefield, WA 98642 or on the city's website <https://ridgefieldwa.us/businesses/bids-and-rfps/>.
- E. Kirk Johnson, Finance Director, will notify the selected firm regarding the award.
- F. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be replied to prior to the aforementioned facilities conference and tour. Questions from RFP participants/bidders and the corresponding response will be shared with all bidders during the conference and tour. If any questions cannot be addressed during the walk through, they will be answered via email. No questions from RFP participants/bidders will be answered after Tuesday, October 16, 2018 at 5:00 pm.



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

### IV. SELECTION CRITERIA

A. Proposals will be evaluated to receive up to 100 points based on the criteria and calculated weight factors noted in the table below:

	Factor	Weight Given
1	<b><u>Responsiveness</u></b> of the proposal to the purpose and scope of services.	30%
2	<b><u>Experience</u></b> : Ability and history of successfully completing contracts of this type, meeting projected timelines, experience in custodial and building maintenance services.	30%
3	<b><u>Budget</u></b> : Clearness and reasonableness of proposal in specifying costs, and total cost.	20%
4	<b><u>References/key personnel</u></b> : Strength of references and key personnel.	20%
	<b>Total Criteria Weight</b>	<b>100%</b>

- B. Evaluation of the proposals and their cost effectiveness to the City will be made by an Evaluation Committee approved by the Finance Director. The Committee will evaluate all information provided in the proposal documents to determine the compliance with and conformance to the requirements set forth in this RFP, and the responsible qualifications of the individual(s) or firm(s) submitting a proposal. The Evaluation Committee's review and final decisions for the RFP will be based primarily on the most qualified Contractor overall, and not simply on the monthly/annual services fees proposed. The City will carefully investigate each Contractor's background and experience in the operation of like facilities.
- C. The City may utilize the services of appropriate experts to assist in the evaluation process.
- D. Interview/Presentation - The Department Director may invite one or more proposers to interview and make an oral presentation to the Evaluation Committee if needed.
- E. Contractor's Experience and Capability - The evaluation and determination of a proposer's fulfillment of the following requirements will be made by the City, and its judgment will be final.



## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

Criteria to be used in the selection process will include, but may not be limited to, the following considerations:

1. Record and verification of proposer's experience in providing custodial services to businesses and/or municipalities and demonstrated quality and reliability standards having been met in the service provided. Services provided to facilities of similar size and scope of service are of particular interest to the City.
2. Proposer's capability and capacity to perform the contract promptly, as specified in the RFP.
3. Proposer's quality of performance of previous City contracts and/or contracts with other organizations and/or municipalities.
4. Financial status of the proposer. The City may require whatever evidence is deemed necessary by the City relative to the proposer's financial stability.
5. Proposer's method of hiring a work force to fulfill contract requirements.
6. Ability of the proposer to respond to facility emergencies throughout the year.
7. False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection.



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## SECTION B – TERMS AND CONDITIONS

### A. JANITORIAL STAFF CONDUCT

These facilities are public office space, police facilities and public works offices/shop area. Services may be performed after business hours and/or on weekends. The Contractor's employees performing the custodial services may be working around City staff and the public. Thus, it is important that the following expectations are reasonably followed, while working in the City facilities.

1. It is the City's desire that janitorial staff be dressed in a uniform with the company name and/or logo on their shirt. However, if uniforms are not within the proposer's cost of doing business, then the employees shall dress in appropriate attire at all times.
  2. Janitorial staff shall work discretely around City staff and the public, not causing disturbances or interruptions during public meetings, classes, events, or staff working hours. Vacuums may not be used in areas/rooms where classes, meetings or events are taking place. Such work should be done in other areas, then returned to afterwards. After reasonable attempts, if there is still a late meeting, class or event, then that area may be skipped and taken care of during the next scheduled cleaning night.
  3. Janitorial staff shall handle any necessary communications and actions with City staff and the public in a professional manner.
- B. The City reserves the right to reject any and all proposals, as well as to waive minor irregularities in any proposal.
- C. The City reserves the right to request clarification of information submitted and request additional information from the service provider.
- D. The City reserves the right to modify the frequency and/or scope of services for each facility within the RFP up until Tuesday, November 16, 2018 at 5:00 pm.
- E. The City reserves the right to award any contract to the next most qualified contractor, if the selected contractor does not execute the contract within thirty (30) days after the contract was awarded.
- F. The proposals shall include those prices necessary to cover the costs of all items required to perform the work as set forth in the RFP documents. No allowance of any kind whatsoever will be made to any proposal because of lack of such examination or knowledge. The submission of a proposal shall be conclusive evidence that the proposer has made such an examination.
- G. The City requires evidence of worker's compensation and general liability insurance in minimum amounts as described in the standard contract attached hereto as Exhibit 1. Any proposal may be withdrawn up until the date and time set forth above for the RFP proposals due date and time.





## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

Any RFP not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City, whichever occurs first.

- H. The contract resulting from acceptance of a proposal by the City shall be in substantially the same form as supplied by the City in the attached Exhibit 1 and shall conform to the specifications in this RFP.
- I. If awarded a contract by the City, the Contractor(s) and all subcontractors are required to obtain a Business License from the City of Ridgefield, if they do not already have one.
- J. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to this RFP.
- K. The City reserves the right to make, at any time during the Contract, such changes in the Work as the City deems necessary for budgetary, operational, or other reasons. Such changes shall be made by reducing or eliminating portions of the Scope of Services for individual facility sites as submitted by the Contractor with its Proposal and by reducing the Contractor's compensation commensurately. The City shall give the Contractor 30 days' notice of any such changes in the Work.



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## **SECTION C – GENERAL SCOPE OF SERVICES**

The City of Ridgefield is pleased to offer an opportunity for an experienced facility maintenance firm/contractor to provide janitorial services at the following four (4) City facilities:

1. Ridgefield City Hall – 230 Pioneer Street, Ridgefield, WA 98642
2. Ridgefield Police Department – 116 N Main Avenue, Ridgefield, WA 98642
3. Ridgefield Community Development – 301 N 3<sup>rd</sup> Avenue, Ridgefield, WA 98642
4. Ridgefield Public Works Office - 109 W Division Street, Ridgefield, WA 98642

The Contractor will be responsible for providing all cleaning equipment and supplies (mops, buckets, brooms, dust mops, rags, auto scrubber and associated cleaners) needed to fulfill the scope of services within the RFP. The City will provide products such as (toilet paper, paper towels, garbage bags, seat covers, soap, etc.).

### **I. RIDGEFIELD CITY HALL - General Specifications**

**Schedule:** Ridgefield City Hall is to be cleaned one (1) night per week. Cleaning must take place between the hours of 7:00pm and be finished no later than 6:00am the following morning on week days, or 8:00am and 8:00pm Saturday or Sunday.

#### **1) OFFICES (3), OPEN AREA DESKS (6), AND OPEN COMMON WORK AREAS (carpeted)**

##### ***a) One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Empty paper recycling receptacles.
3. Spot clean work surfaces for minor spillage or coffee rings as needed
4. Arrange furniture in a neat and orderly manner.
5. Vacuum main carpeted areas.
6. Dust low ledges and horizontal surfaces under 6 feet.
7. Spot clean walls around light switches and door frames as needed.
8. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
9. Detail vacuum under desks, tables, counters, corners and edges of carpeted areas.



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

10. Clean noticeable stains off windows with glass cleaner where applicable.

*b) Once Per Month (1<sup>st</sup> week of month):*

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).
3. Dust mini blinds where applicable.
4. Wipe down walls not done weekly.

**2) EMPLOYEE RESTROOMS (2)**

*a) One (1) Time Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor areas.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and wipe down low ledges and horizontal surfaces.
5. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
6. Clean and polish mirror and dispensers.
7. Clean counters, and wash basin.
8. Clean and sanitize toilet, and toilet seat.
9. Clean and polish chrome fixtures.
10. Clean walls, towel dispensers, and door frames.

**3) EMPLOYEE KITCHEN (linoleum)**

*a) One (1) Time Per Week*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor.
3. Damp mop floor surface with neutral cleaner.



## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

4. Wipe down counters, sink, and table top and cabinet doors.
  5. Clean and polish chrome fixtures.
  6. Dust and wipe down horizontal surfaces under and over 6 feet (for spider webs, etc.).
  7. Check and refill all dispensers; paper towels, and hand soap.
- 4) **CONFERENCE ROOM AND HALLWAY (copy room)**
- a) ***One (1) Time Per Week***
1. Vacuum main carpeted area.
  2. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
  3. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
  4. Spot clean walls around light switches and door frames as needed.
  5. Dust and wipe down low ledges and horizontal surfaces.
- 5) **EXTERIOR MAIN ENTRANCE**
- a) ***One (1) Time Per Week***
1. Sweep external entrance to building.
- 6) **INTERIOR ENTRY WAY AND LOBBY (Tile floor)**
- a) ***One (1) Times Per Week***
1. Dust mop tile floor.
  2. Damp mop floor surfaces with neutral cleaner.
  3. Vacuum entry rugs.
  4. Clean noticeable stains off windows with glass cleaner where applicable.
  5. Spot clean walls around light switches and door frames as needed.
  6. Dust window sills, low ledges and all horizontal surfaces under 6 feet.
  7. Clean windows with glass cleaner where needed.



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

c) ***Once Per Month (1<sup>st</sup> week of the month):***

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).

## II. POLICE DEPARTMENT - General Specifications

**Schedule:** Ridgefield Police Department is to be cleaned one (1) night per week. Cleaning must take place between the hours of 7:00pm and be finished no later than 6:00am the following morning on week days, or 8:00am and 8:00pm Saturday or Sunday.

1) **OFFICES (2), Front Lobby (1) and OPEN COMMON WORK AREAS (carpeted, linoleum tile)**

a) ***One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Empty paper recycling receptacles.
3. Spot clean work surfaces for minor spillage or coffee rings as needed
4. Arrange furniture in a neat and orderly manner.
5. Vacuum main carpeted areas.
6. Dust low ledges and horizontal surfaces under 6 feet.
7. Spot clean walls around light switches and door frames as needed.
8. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
9. Detail vacuum under desks, tables, counters, corners and edges of carpeted areas.
10. Clean noticeable stains off windows with glass cleaner where applicable.

b) ***Once Per Month (1<sup>st</sup> week of month):***

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).
3. Dust mini blinds where applicable.
4. Wipe down walls not done daily.



## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

### **2) EMPLOYEE RESTROOMS (2)**

#### ***a) One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor areas.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and wipe down low ledges and horizontal surfaces.
5. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
6. Clean and polish mirror and dispensers.
7. Clean counters, and wash basin.
8. Clean and sanitize toilet, and toilet seat.
9. Clean and polish chrome fixtures.
10. Clean walls, towel dispensers, and door frames.

### **3) EMPLOYEE KITCHEN (linoleum)**

#### ***a) One (1) Time Per Week***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor.
3. Damp mop floor surface with neutral cleaner.
4. Wipe down counters, sink, and table top and cabinet doors.
5. Clean and polish chrome fixtures.
6. Dust and wipe down horizontal surfaces under and over 6 feet (for spider webs, etc.).
7. Check and refill all dispensers; paper towels, and hand soap.

### **4) EXTERIOR MAIN ENTRANCE**

#### ***a) One (1) Times Per Week***



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

1. Sweep external entrance to building.
- 5) **INTERIOR ENTRY WAY AND LOBBY (Tile floor)**
- a) ***One (1) Times Per Week***
    1. Dust mop tile floor.
    2. Damp mop floor surfaces with neutral cleaner.
    3. Vacuum entry rugs.
    4. Clean noticeable stains off windows with glass cleaner where applicable.
    5. Spot clean walls around light switches and door frames as needed.
    6. Dust window sills, low ledges and all horizontal surfaces under 6 feet.
    7. Clean windows with glass cleaner where needed.
  - b) ***Once Per Month (1<sup>st</sup> week of the month):***
    1. Vacuum heating and air return vents.
    2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).

### III. COMMUNITY DEVELOPMENT BUILDING - General Specifications

**Schedule:** Ridgefield Community Development Building is to be cleaned one (1) nights per week. Cleaning must take place between the hours of 7:00pm and be finished no later than 6:00am the following morning on week days, or 8:00am and 8:00pm Saturday or Sunday. This location may relocate in the first quarter of 2019 and no longer be included in the contract at that time.

- 1) **OFFICES (2), OPEN AREA DESKS (12), AND OPEN COMMON WORK AREAS (carpeted)**
  - a) ***One (1) Time Per Week:***
    1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
    2. Empty paper recycling receptacles.
    3. Spot clean work surfaces for minor spillage or coffee rings as needed
    4. Arrange furniture in a neat and orderly manner.



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

5. Vacuum main carpeted areas.
6. Dust low ledges and horizontal surfaces under 6 feet.
7. Spot clean walls around light switches and door frames as needed.
8. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
9. Detail vacuum under desks, tables, counters, corners and edges of carpeted areas.
10. Clean noticeable stains off windows with glass cleaner where applicable.

***b) Once Per Month (1<sup>st</sup> week of month):***

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).
3. Dust mini blinds where applicable.
4. Wipe down walls not done daily.

**2) EMPLOYEE RESTROOMS (2)**

***a) One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor areas.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and wipe down low ledges and horizontal surfaces.
5. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
6. Clean and polish mirror and dispensers.
7. Clean counters, and wash basin.
8. Clean and sanitize toilet, and toilet seat.
9. Clean and polish chrome fixtures.
10. Clean walls, towel dispensers, and door frames.





## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

### **3) EMPLOYEE KITCHEN (linoleum)**

#### *a) One (1) Time Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor.
3. Damp mop floor surface with neutral cleaner.
4. Wipe down counters, sink, and table top and cabinet doors.
5. Clean and polish chrome fixtures.
6. Dust and wipe down horizontal surfaces under and over 6 feet (for spider webs, etc.).
7. Check and refill all dispensers; paper towels, and hand soap.

### **4) HALLWAY**

#### *a) One (1) Time Per Week:*

1. Vacuum main carpeted area.
2. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
3. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
4. Spot clean walls around light switches and door frames as needed.
5. Dust and wipe down low ledges and horizontal surfaces.

### **5) EXTERIOR MAIN ENTRANCE**

#### *a) One (1) Times Per Week*

1. Sweep external entrance to building.

### **6) INTERIOR ENTRY WAY AND LOBBY**

#### *a) One (1) Times Per Week*

1. Vacuum entry rugs.
2. Clean noticeable stains off windows with glass cleaner where applicable.



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

3. Spot clean walls around light switches and door frames as needed.
4. Dust window sills, low ledges and all horizontal surfaces under 6 feet. Clean windows with glass cleaner where needed.

***b) Once Per Month (1<sup>st</sup> week of the month):***

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).

### IV. PUBLIC WORKS OFFICES/SHOP - General Specifications

**Schedule:** Ridgefield Public Works Offices/Shop is to be cleaned one (1) night per week. Cleaning must take place between the hours of 7:00pm and be finished no later than 6:00am the following morning on week days, or 8:00am and 8:00pm Saturday or Sunday.

**1) OPEN AREA DESKS (2), AND OPEN COMMON WORK AREAS (linoleum)**

***a) One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Empty paper recycling receptacles.
3. Spot clean work surfaces for minor spillage or coffee rings as needed
4. Arrange furniture in a neat and orderly manner.
5. Dust mop/sweep flooring areas.
6. Wet mop flooring areas
7. Dust low ledges and horizontal surfaces under 6 feet.
8. Spot clean walls around light switches and door frames as needed.
9. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
10. Detail sweep/Dust Mop under desks, tables, counters, corners and edges of carpeted areas.
11. Clean noticeable stains off windows with glass cleaner where applicable.

***b) Once Per Month (1<sup>st</sup> week of month):***



## **REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES**

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.).
3. Dust mini blinds where applicable.
4. Wipe down walls not done daily.

### **2) EMPLOYEE RESTROOMS (1)**

#### ***a) One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor areas.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and wipe down low ledges and horizontal surfaces.
5. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
6. Clean and polish mirror and dispensers.
7. Clean counters, and wash basin.
8. Clean and sanitize toilet, and toilet seat.
9. Clean and polish chrome fixtures.
10. Clean walls, towel dispensers, and door frames.

### **3) EMPLOYEE KITCHEN (linoleum)**

#### ***a) One (1) Time Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor.
3. Damp mop floor surface with neutral cleaner.
4. Wipe down counters, sink, and table top and cabinet doors.
5. Clean and polish chrome fixtures.



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

6. Dust and wipe down horizontal surfaces under and over 6 feet (for spider webs, etc.).
7. Check and refill all dispensers; paper towels, and hand soap.

### 4) **HALLWAY**

#### *a) One (1) Time Per Week:*

1. Sweep/dust mop floors.
2. Wet mop floors
3. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
4. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
5. Spot clean walls around light switches and door frames as needed.
6. Dust and wipe down low ledges and horizontal surfaces.

### 5) **EXTERIOR MAIN ENTRANCE**

#### *a) One (1) Times Per Week:*

1. Sweep external entrance to building.

#### *b) Once Per Month (1<sup>st</sup> week of the month):*

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc.)



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## SECTION D – RFP PROPOSAL FORM

**Billing/Rate Information:** The Contractor shall be reimbursed at the following rates:

### REGULAR CORE CLEANING SERVICES

**November 2018 – October 2019:**

Ridgefield City Hall:	\$	/month (1 days per week)
Ridgefield City Police Department:	\$	/month (1 days per week)
Ridgefield Community Development:	\$	/month (1 days per week)
Ridgefield Public Works Office/Shop:	\$	/month (1 days per week)
Total:	\$	/month

### ADDITIONAL DISCRETIONARY CLEANING SERVICES

Services shall be pre-authorized and scheduled with the City.

1) **FOUR TIMES PER YEAR** (Quarterly)

**Window Washing – All glass windows inside and out, with brush and squeegee.**

- 1. Ridgefield City Hall - Inside and out \$
- 2. Ridgefield Police Department - Inside and out \$

2) **ONE TIME PER YEAR** (May)

**Carpet Cleaning**

- 1. Ridgefield City Hall \$
- 2. Ridgefield Police Department \$

3) **EMERGENCY SERVICES – within four (4) hours**

- 1. Minimum charge \$
- 2. Per hour rate thereafter \$



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

### Cost Summary

Description	Core Cleaning	Discretionary Cleaning
City Hall	\$	\$
Police Department	\$	\$
Community Dev	\$	\$
Public Works	\$	\$
Total	\$	\$



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

### **SECTION E - INFORMATION TO BE SUBMITTED WITH PROPOSAL**

Each Contractor must respond to each of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response may prevent the Contractor from receiving further consideration for the services described in this RFP.

*a) Contractor Profile:*

1. Provide the full name, main office address, and tax identification number of the entity that would ultimately enter into a contract with the City.
2. Provide the name and address of the entity that would provide the services to the City, if different from above.
3. Identify if your firm is an individual, partnership, or corporation and the state of incorporation.
4. Provide an organizational chart.
5. Provide the name(s), address(es), and telephone number(s) of the persons who are authorized to negotiate a contract with the City and the contact person to whom notices regarding this RFP should be sent.
6. Provide copies of all business registrations/business licenses, and contractor's license.
7. Provide a list of current number of employees.

*b) References/Experience/Past Projects:*

1. List five references, include names, titles, and telephone numbers of contact persons, which you have provided services to in the past two years.
2. Provide a list of four additional projects or contracts that your firm currently services that is similar in scope to this RFP.
3. Please tell us about your background and experience in facilities maintenance. Have you ever worked for a public entity?
4. Describe your level of expertise in proper use of facility cleaning equipment and products, and on which type of surfaces.
5. List any other relevant experience.

The City will contact some or all of the listed references and may conduct a site visit of one or more of the projects or contracts listed.

*c) List of Workers/Subcontractors:*



## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

1. List all proposed staff by name, identifying the proposed Contract Manager. List each person's current role in your firm and their proposed role in relation to the work contemplated under this RFP.
2. Describe each staff member's specific professional qualifications and years of applicable experience.
3. List all subcontractors and the work to be subcontracted out to them, and their professional qualifications and years of applicable experience.

**REMINDER: All subcontractors are also subject to prevailing wage requirements.**

*d)* Insurance Coverage:

1. The Contractor must furnish evidence of insurance coverage in compliance with the insurance requirements of the City's standard contract for services as set forth in the attached Exhibit 1.
2. Worker's compensation in accordance with Washington State law shall be secured for the Contractor and its employees, and for all subcontractors.
3. A performance bond is **not** required for the work listed in this RFP.

*e)* Other information/questions:

1. Has the Contractor ever been named as a defendant in any litigation brought by a client as a result of a contract?
  - i. If so, describe the circumstances fully, and identify the court in which the litigation was filed and provide the case number.
2. Describe the Contractor's on-call ability and emergency response procedures to deal with problems such as vandalism damage, etc., 7 days a week throughout the year. Provide a list of hourly rates for all services and any minimum call-out hours.





## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

### SECTION F – REP CHECKLIST

This Proposer's Checklist is included as an aid to Contractors.

1. Review all sections of the Request for Proposal.
2. Submit a Notice of Intent to Apply by Thursday, October 11, 2018. This is not a mandatory requirement, but notification would be appreciated as it is a means for the City to track and plan for the Request for Proposals process.
3. Attend the mandatory guided tour on Tuesday, October 16, 1:30 pm until 4:30 pm, starting at the Ridgefield City Hall, located at 230 Pioneer Street, Ridgefield, WA 98642. Call (360) 887-3557 to sign-up for the tour. Contractors are responsible for their own transportation. Contractors are encouraged to examine all the Ridgefield business locations going on a guided tour of each site. Contractors not attending the tour will not be considered for the janitorial services contract bid process - no exceptions.
4. Prepare your proposal, making sure to provide all information requested in Section D of the Request for Bid.
  - a) Contractor Profile (Section E)
  - b) References/Experience/Past Projects (Section E)
  - c) List of Subcontractors (Section E)
  - d) Insurance Coverage (Section E)
  - e) Other information/questions (Section E)
  - f) Proposer's Qualification Certificate (Section G)
5. Three (3) copies of the proposal are due to City of Ridgefield, Attention Kirk Johnson, 20 Pioneer Street, Ridgefield Washington 9842 by 2:00 pm on Monday, October 22, 2018. The three copies must be placed in a sealed envelope and clearly labeled in the lower left corner "Proposal for Janitorial Servicesl.

#### **If your firm is awarded a contract, the following documents must be returned:**

1. Two signed original contracts.
2. General liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 policy aggregate for personal injury and property damage, naming the City of Ridgefield as an additional insured.
3. Worker's Compensation insurance in accordance with Washington State Law.
4. Washington State Patrol Background Checks on all employees and subcontractors performing work under the City of Ridgefield janitorial services contract.
5. Obtain a City of Ridgefield Business License.



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## SECTION G – PROPOSER’S QUALIFICATION CERTIFICATE

Proposer’s Qualification Certificate Form to be completed and submitted with the contractor’s proposal package.

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address:

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2. Current State of Washington Certification Nos. \*  
(must be valid during term of agreement)

Employment Security Dept No. \_\_\_\_\_ Expires \_\_\_/\_\_\_/20\_\_

State Excise Tax Registration No. \_\_\_\_\_ Expires \_\_\_/\_\_\_/20\_\_

3. Number of years in business under current name: \_\_\_\_\_. List other names used by Proposer during the past five (5) years if different than in item 1.

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4. City of Ridgefield Business License No. \_\_\_\_\_ (required prior to beginning work)

5. Types of work performed by your company:

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## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

6. List 3 public contracts of a similar nature which have been performed by your company within the last 5 years and the gross dollar amount of each project:

Contract Amount	Contract Type	Entity/Company Contact Name & Phone Number	Year Complete

7. Number of regular full-time employees \_\_\_\_\_

8. Has your company, or any representative, failed to complete a contract? If yes, please give details:

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9. Has your company ever had any performance bonds called as a result of its work? If yes, please give details:

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10. Has your company ever been found guilty of any violation of State or Federal Employment Laws, or debarred from bidding on a contract? If yes, please give details:

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11. Has your company ever been filed for Chapter Eleven or other bankruptcy? If yes, please give details:

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## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

12. Has your company ever had any adverse legal judgements rendered against it in the past five (5) years?  
If yes, please give details:

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13. Has your company filed any claims with Washington State Workman's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment to any of its employees in the past five (5) years? If yes, please give details:

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14. Bank Reference(s):

Name	Address	Account Type



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

## Proposal Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. **Proposals submitted without a signature below will be rejected.**

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages, governed by chapter 39.12 of the Revised Code of Washington (RCW).

The undersigned hereby certifies that a policy, or endorsement to an existing policy, naming the City as an Insured and otherwise satisfying the requirements set forth in Section 8 of the Professional Services Agreement and remain in effect during the term of the contract.

The undersigned acknowledges that he/she has the authority to bind the Proposer to this bid for services.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street, P.O. Box - Principal place of business)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Print Name)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code) (Telephone Number)

\_\_\_\_\_  
(Contact e-mail Address)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code) (Fax Number)

Dept. of Licensing Contractor's License No.: \_\_\_\_\_

Dept. of Labor and Industries Workman's Compensation Account No.: \_\_\_\_\_

Unified Business Identifier Number: \_\_\_\_\_

Excise Tax Registration Number: \_\_\_\_\_

Employment Security Account Number: \_\_\_\_\_

# Exhibit "1"

## Standard Service Agreement



CITY OF RIDGEFIELD

### PROFESSIONAL SERVICES AGREEMENT

230 Pioneer Street ♦ PO Box 608 ♦ Ridgefield, WA 98642  
Ph: 360.887.3557 ♦ Fax: 360.887.0861

Contract No. \_\_\_\_\_

### Project Description

THIS AGREEMENT is entered into between the **City of Ridgefield**, a municipal corporation, hereinafter referred to as "the City", and \_\_\_\_\_, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Consultant is retained by the City to perform professional services in connection with the project designated as \_\_\_\_\_.
2. SCOPE OF SERVICES. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. TIME FOR PERFORMANCE. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **Date** \_\_\_\_\_ unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 17 of this Agreement.
4. PAYMENT. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - A. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
  - B. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

## **Exhibit “1”**

### **Standard Service Agreement**

- E. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the 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. CONSULTANT'S LIABILITY INSURANCE.
- A. Insurance Term. The Consultant shall procure and maintain for the duration of this 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 Consultant, its agents, representatives, employees or subconsultants.
- B. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
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 or a substitute form providing equivalent liability coverage.
  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 Consultant'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 CG 20 26.

## **Exhibit “1”**

### **Standard Service Agreement**

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to the Consultant’s profession.
  - D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
    2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
    3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
  - E. Other Insurance Provision. The Consultant’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 Consultant’s insurance and shall not contribute with it.
  - F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
  - G. Verification of Coverage. Consultant 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 Consultant before commencement of the work.
  - H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - I. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days’ notice to the Consultant to correct the breach, immediately terminate the contract 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 Consultant from the City.
  - J. City Full Availability of Consultant Limits. If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. INDEPENDENT CONSULTANT. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.



## **Exhibit “1”**

### **Standard Service Agreement**

10. DISCRIMINATION PROHIBITED. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

11. CONFIDENTIALITY. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City’s express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS.

A. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

## **Exhibit “1”**

### **Standard Service Agreement**

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- D. The Contractor further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### LOWER TIER COVERED TRANSACTIONS

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

#### 14. INTELLECTUAL PROPERTY.

- A. Warranty of Noninfringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- B. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

15. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

16. NON-WAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in

# Exhibit "1"

## Standard Service Agreement

this agreement shall not constitute a waiver of any other provision.

17. CITY'S RIGHT TO TERMINATE CONTRACT. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
18. NOTICES. Notices to the City of Ridgefield shall be sent to the following address:

Mr. City Official  
City of Ridgefield  
PO Box 608  
Ridgefield, WA 98642  
PH: (360) 887-3557  
FX: (360) 887-0861  
Email: city.official@ci.ridgefield.wa.us

Notices to Consultant shall be sent to the following address:

Mr. Authorized Representative  
Consultant  
123 Main St  
Ridgefield, WA 98642  
PH: (360) xxx-xxxx  
FX: (360) xxx-xxxx

19. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.
20. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
21. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
22. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
23. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
24. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Exhibit “1”  
Standard Service Agreement**

CITY OF RIDGEFIELD:

Vendor.:

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Authorized Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
City Clerk

**Exhibit “1”  
Standard Service Agreement**

**EXHIBIT “A”  
SCOPE OF SERVICES**

**Exhibit “1”  
Standard Service Agreement**

**EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES**

# **Exhibit “1” Standard Service Agreement**

## **EXHIBIT “C” TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.