

**Request for Proposals
Janitorial Services
Grant Integrated Services**

I. Description of the Project

Grant Integrated Services is requesting proposals (RFP) from qualified firms (Vendors) for the cleaning and general sanitary maintenance of the facilities located at 840 E. Plum Street, Moses Lake, WA, 98837, 1211 Moses Street, Moses Lake, WA, and 1103 Lowry, Moses Lake, WA.

The approximate square footage of the Plum Street facility is 28,423. The approximate square footage of the Moses and Lowry facilities are 1,000 each.

II. Scope of Work:

The successful Vendor must provide the minimum Janitorial Services outlined in **Exhibit A**, attached.

The successful Vendor must furnish all equipment, machinery, transportation and all other implements necessary to execute this contract. This includes, but is not limited to, scrubbing machines, buffers, vacuum cleaners, carpet cleaners, dust mops, brooms, rags, and brushes.

The RFP should include an outline of the type of equipment the Vendor intends to use so as to indicate if Vendor has sufficient equipment and supplies for each of the individuals who will be executing the agreement.

Grant Integrated Services agrees to supply all paper products, hand soaps, lotions, and feminine hygiene products. The Vendor will supply all other cleaning materials needed to perform the services, including, but not limited to, floor finish, cleaning agents, and trash liners.

Vendor's response must propose a plan on accomplishing the minimum services required under **Exhibit A**, as well as services that may be in addition to the minimum services required. The plan should include the number of personnel used to execute the contract, the time each day when personnel will report to perform the services, and the estimated time it will take to complete the services on a daily, weekly, monthly, and quarterly basis. Vendor's plan should indicate that there are sufficient personnel and equipment to provide the minimum requirements established under **Exhibit A**.

Grant Integrated Services requires the successful applicant to secure all windows, doors, and check all security alarms prior to leaving each premise. Violation of this responsibility may lead to immediate termination of the contract.

The successful applicant must document that all employees have been trained in appropriate safety measures to assure contractor's employees operate in a safe manner.

The successful applicant and all employees will be required to sign and abide by a confidentiality agreement as well as attend required HIPPA training (provided by Grant Integrated Services).

III. Qualifications of Vendors

The Vendor must provide qualifications as to its ability to provide janitorial services to Grant Integrated Services. Qualifications include, but are not limited to, previous experience, current cleaning contracts, length of time the Vendor has been providing janitorial services, length of time employees have been employed by the Vendor, and any special qualifications employees may have.

Vendors must have a minimum of two years experience in professional janitorial services.

The Vendor will include in the proposal the responsibilities and relevant experience of the person(s) who will be actively engaged in the janitorial service.

The Vendor must submit a summary of work completed with governmental agencies, educational institutions or private industry which addresses such factors as cost control, work quality, and ability to meet schedules.

IV. References

The Vendor must provide a list of three (3) references of clients whom are receiving same or similar services. The list should include current clients who have received services within the past 3 years, and should list the contact person and telephone number. References will be checked.

V. Information provided by Grant Integrated Services

Vendors are solely responsible for conducting their own research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements or delivery of services pursuant to any agreement. Grant Integrated Services takes no responsibility for the completeness or the accuracy of any information presented in the RFP or otherwise distributed or made available during this procurement process (see Section IX , Inquiries, for more information).

VI. Schedule

Grant Integrated Services intends to adhere to the following schedule. However, it reserves the right to modify this schedule.

Issue RFP	December 12, 2012
Walkthrough	December 17, 2012, 1:00 p.m.
Deadline to submit additional questions	December 18, 2012, 9:00 p.m.
Responses or Addenda issued	December 18, 2012, 5:00 p.m.
Proposal due date	December 21, 2012, 9:00 a.m.
Proposal Evaluations	December 21, 2012, 3:00 p.m.
Contract Award	January 7, 2013

VII. Due Date

Proposals must be delivered in sealed envelopes or boxes and must be addressed to and received at:

Bernadine Warren
Grant Integrated Services
840 E Plum
PO Box 1057
Moses Lake, WA 98837

no later than 9:00 a.m. on December 21, 2012. Envelopes or boxes must be clearly marked "Proposal for Janitorial Services". Vendors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail, the Vendor is responsible for assuring actual delivery of the proposal to the above address before the advertised date and hour.

VIII. Number of Copies

Vendors must submit and original plus three (3) copies of the proposal. All expenses associated with this submittal must be borne by the Vendor.

IX. Inquiries

Questions and/or clarifications regarding this RFP will be accepted in writing through 9:00 p.m. December 18, 2012. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP and will be posted on the County website, www.grantcountyweb.us. Responses and addenda to this RFP, if necessary, will be issued no later than 5:00 p.m. December 18, 2012. No Vendor may rely upon oral responses made by any Grant County employee or any representative of Grant Integrated Services.

Questions or clarification concerning this RFP should be directed to:

Bernadine Warren
Grant Integrated Services
840 E. Plum
PO Box 1057
Moses Lake, WA 98837
bwarren@co.grant.wa.us

Vendors making contact with any other Grant Integrated Services employee regarding this RFP may be disqualified. Vendors have no claim against Grant Integrated Services or Grant County for failure to obtain information made available by Grant Integrated Services which the Vendor could have remedied through the exercise of due diligence.

X. Inspection of Premises

A building walk-through at 840 E. Plum Street is scheduled for December 17, 2012 at 1:00 p.m. Vendors may inspect the premises at that time only. A building walk-through at 1103 Lowry and 1211 Moses Street is scheduled for December 17 at 10:30 a.m.

XI. Binding Offers

All proposals submitted are required to be binding offers, enabling acceptance by Grant Integrated Services to form a binding contract.

XII. Subcontracts Not Permitted

The use of subcontracts or other contractual arrangements to provide the requested services is not permitted.

XIII. Independent Contractor

The employees, officers and agents of the Vendor are not, nor shall they be deemed for any purpose, employees or agents of Grant County or Grant Integrated Services, nor are they entitled to any rights, benefits, or privileges of Grant County employees. It is understood that the relationship of the Vendor to Grant County and Grant Integrated Services will be that of an independent contractor.

Confidentiality

Proposals will be kept confidential until a list of recommended Vendors is approved by Grant Integrated Services' Executive Director. Following that approval, all documents pertaining to this submittal will be open for public inspection except material(s) designated by the Vendor as proprietary or confidential. Grant Integrated Services will not disclose or make public any pages of a proposal on which the Vendor has stamped or imprinted the words "Proprietary" or "Confidential". Confidential or proprietary data is normally restricted to confidential financial information or data that qualifies as a trade secret. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion.

XIV. Prohibited Contacts

The Vendor, including any person affiliated with or in any way related to the Vendor, is strictly prohibited from any contact with the evaluation committee members on any matter have to do in any respect with this RFP other than as outlined within this document. Failure by any Vendor to adhere to this prohibition may, at the sole discretion of Grant Integrated Services, result in disqualification and rejection of any proposal.

XV. Pricing

The subsequent contract is considered a FIRM FIXED-PRICE CONTRACT. The fee proposed shall remain firm and must include all charges that may be incurred in fulfilling the terms of the contract.

In the event the contract is renewed, the contract unit price must be firm for the duration of the contract, unless otherwise stipulated in these Special Provisions:

1. The Awarded Vendor price to be paid is subject to increase or decrease upon approval of the Vendor's written request to Grant Integrated Services. Written requests must be received thirty (30) days prior to the expiration of term in force. The request must include the cause for adjustment and must include the amount of change requested with documentation to support the requested adjustment.
2. The requested contract price increase is effective only upon approval of Grant Integrated Services.

XVI. Payments

The successful Vendor will submit invoices at the end of each monthly billing period. Invoice amounts will be based upon Vendor's services as rendered.

Invoices must be detailed and must be submitted no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time are considered null and void.

Payments will be paid to Vendor within thirty (30) days following receipt of a properly detailed invoice.

XVII. Term

The term of the agreement is one (1) year, subject to earlier termination or extension pursuant to the Agreement provisions.

The Agreement will renew automatically for seven (7) additional one-year terms unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least thirty (30) days prior to the expiration of the term in force.

A sample Agreement is attached as Exhibit D. A written contract will be entered into between Grant Integrated Services and the successful Vendor.

XVIII. Proposal Format Requirements

Vendors must follow the format outlined in this section. Failure to do so may result in rejection of the submittal. Legibility, clarity, and completeness are essential.

Proposals must be organized as follows:

1. Request for Proposal Form (**Exhibit B**)
2. Cover letter
3. Title Page
4. Table of Contents
5. Approach to the Scope of Services
6. Qualifications and Experience of Vendor and staff
7. Proof of workers' compensation coverage or exemption from such
8. Proof of general liability insurance
9. Proposal Schedule (**Exhibit C**)

Grant Integrated Services reserves the right to reject any and/or all submittal, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the agency will be realized.

XIX. Contents of Proposal

The Vendor must provide the required information both as to itself and any other person, including any corporation, partnership, contractor, joint venture, consortium, or individual which the Vendor intends to assign to a key management role in the preparation of the Janitorial Services of to which the Vendor intends to assign material responsibilities under such agreement.

The Request for Proposal form, Exhibit B and the Proposal Schedule, Exhibit C, must be completed, signed, and incorporated into the submitted proposal. Failure to do so may result in disqualification.

The Cover letter should contain the following information:

- Designation of the entity that will contract with Grant Integrated Services;
- A brief identification of the roles of all Vendor team members;
- Identification of the principle contact person for the Vendor and an alternate contact person together with addresses, telephone and facsimile numbers, and email addresses;
- A clear statement indicating that the attached proposal constitutes a clear and binding offer by the Vendor to Grant Integrated Services; and
- A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

The Title Page should be on the letterhead of the Vendor. It should contain the name and identification number of this RFP and identify the name, title, company, mailing address, phone numbers of the person(s) authorized to commit the Vendor to contractual arrangements with Grant Integrated Services. This person(s) will be considered to be the Vendor's contact point for all communication regarding this procurement.

The Table of Contents should be detailed and list major sections and subsections which correspond to the requirements of the RFP. It should list all tables, exhibits, figures, etc. contained in the proposal.

The Approach will include a description of how services will be provided or what tasks will be done in response to the Scope of Work and tasks outlined in **Exhibit A**. The description should show how the Vendor intends to perform services.

The Vendor should provide detailed information on the qualifications and experience of the company and the staff who will be providing the services. Vendor must also provide a listing of at least three (3) client references to whom the same or similar types of services are being provided. Also include the resume and qualifications of the Service Manager who will be managing the janitorial services.

Proof of workers' compensation coverage or exemption from coverage should come in the form of a copy of coverage certification or an exemption certificate or letter. Proof of general liability insurance should come in the form of a certificate of coverage listing limits (\$1,000,000 combined limits required at a minimum), deductibles and any self-insured retentions. Grant County may require bonds for high deductibles or high self-insured retentions. Upon awarding of the contract, Grant County must be named as an additional insured.

XX. Criteria for Award

Proposals for consideration must contain evidence of the Vendor's experience and abilities in the specified area and other disciplines directly related to the proposed services.

A selection committee will review and evaluate all replies and detailed proposals, may conduct oral presentations, or a combination of both.

The selection committee will only consider the response to this solicitation for selection of finalists. It is critical, therefore, that Vendors provide information completely, accurately, and clearly. Evaluation of the responses will be based on the following criteria:

- 45 points – Completeness of the proposed approach to the Scope of Services.
- 25 points – Price (*)
- 10 points – Qualification of the firm to perform the services
- 10 points – Responsiveness to RFP
- 10 points – Past record of performance with governmental agencies, higher-education institutions, or private industry with respect to such factors as cost controls, quality of work, and ability to meet schedules.

(*)Only the Vendor with the lowest price will receive the 25 points available for price. Each succeeding offer will receive zero (0) points for price. 100 points total.

EXHIBIT A
JANITORIAL SERVICES
840 E. Plum Location

Grant Integrated Services requires that the facility be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services. The minimum service is as follows:

Daily Service

1. Sweep all exterior entry ways of trash, leaves, etc.
2. Vacuum all areas except locked offices, including cubicles, hallways, interview rooms, and group rooms
3. Wipe down chairs/phones/tables in group rooms and interview rooms
4. Spot clean walls in group and interview rooms as necessary
5. Vacuum front office and lobby
6. Vacuum lower level entryway to elevator; mop if necessary
7. Mop Lobby tiles
8. Vacuum and mop 1st and 2nd floor communication rooms
9. Clean and disinfect all toilets
10. Wipe down stall walls and doors
11. Clean and wipe bathroom mirrors
12. Scour bathroom sinks, wipe down and shine faucets
13. Clean and wipe bathroom counters
14. Disinfect hardware on bathroom doors and stalls
15. Vacuum and mop bathroom floors
16. Vacuum and mop 2nd floor kitchen area
17. Clean and wipe kitchen tables
18. Scour kitchen sink, wipe down and shine faucets
19. Wipe down and sanitize refrigerator and microwave exterior door handles
20. Empty all trash receptacles within the building, except those in locked offices
21. Change out trash bags daily if soiled, weekly otherwise
22. Empty out trash receptacle outside the employee entrance and outside the main entrance.
Change out trash bags as needed
23. Place all collected trash in outside dumpsters

Weekly Service

1. Dust all exterior entry ways of cobwebs in corners and ceilings
2. Sanitize all interior and exterior door handles
3. Sweep or vacuum stairwells, mop as needed
4. Sanitize stairway rails
5. Wipe down Lobby baseboards
6. Clean interior and exterior lobby entryway windows

7. Wipe down bathroom wall tiles, including rope tiles
8. Clean edges of bathroom floors
9. Scour wet bar sinks in conference rooms and in office areas. Wipe down and shine faucets in each.
10. Dust horizontal surfaces in conference rooms A, B, and C
11. Wipe down chairs and tables in conference rooms A, B, and C
12. Vacuum and wipe down tables in conference room 140
13. Wipe down doors, tables, and chairs in Lobby/reception area

Semi-monthly Service

1. Clean wall corner plates
2. Wipe down and sanitize all interior doors
3. Wipe down plastic baseboards on a rotating basis so that all plastic baseboards are cleaned at least once per year
4. Wipe down window sills

Monthly Service

1. Dust tops of cabinets
2. Dust exit signs
3. Dust lights, ceilings, wall corners, etc., cleaning out cobwebs
4. Wipe walls in entry ways, hallways, and interview rooms
5. Clean door kick plates
6. Dust or vacuum ceiling intake vents
7. Clear out cobwebs
8. Sweep or vacuum edges and corners of each step in stairwells
9. Clean wooden coving in Lobby
10. Buff kitchen, elevator, and basement tiles
11. Buff linoleum floors (basement entryway, kitchen, elevators, etc.)

Semi-annual Service

1. Vacuum under all cubicles and in private offices (unless doors remained locked)
2. Clean all building windows, inside and outside
3. Clean under sinks in wet bar areas
4. Shampoo all carpets in Lobby, on 1st floor, and on second floor, including offices
5. Wax kitchen, elevator, and basement tiles

Annually

1. Strip and wax all linoleum floors.

As Needed

1. Spot clean walls in entryway, hallways, interview rooms
2. Spot clean cubicle walls
3. Spot clean wall corner plates

1103 Lowry and 1211 Moses Street Locations (Base)

Daily Service

1. Vacuum all areas except locked offices, including kitchen, offices, cubicles, hallways, bathrooms
2. Clean and disinfect all toilets
3. Clean and wipe bathroom mirrors
4. Scour bathroom sinks, wipe down and shine faucets
5. Clean and wipe bathroom counters
6. Disinfect hardware on bathroom doors and toilets
7. Vacuum and mop bathroom floors
8. Vacuum and mop kitchen area
9. Clean and wipe kitchen counters and tables
10. Scour kitchen sink, wipe down and shine faucets
11. Wipe down and sanitize refrigerator and microwave exterior door handles
12. Empty all trash receptacles within the building, except those in locked offices
13. Change out trash bags daily if soiled, weekly otherwise
14. Place all collected trash in outside dumpsters

Weekly Service

14. Sweep/dust all exterior entry ways of cobwebs in corners and ceilings
15. Wipe down bathroom walls/tiles
16. Clean edges of bathroom floors
17. Wipe down doors, tables, and chairs in reception area

Semi-monthly Service

5. Clean wall corner plates
6. Wipe down window sills

Monthly Service

12. Dust tops of cabinets
13. Dust exit signs
14. Dust lights, ceilings, wall corners, etc., cleaning out cobwebs
15. Wipe walls in entry ways, hallways
16. Clean door kick plates
17. Dust or vacuum ceiling intake vents
18. Clear out cobwebs
19. Buff linoleum floors

Semi-annual Service

6. Clean all building windows, inside and outside
7. Shampoo all carpets
8. Wax linoleum floors

Annually

1. Strip and wax all linoleum floors.

As Needed

4. Spot clean walls in entryway, hallways, interview rooms
5. Spot clean cubicle walls
6. Spot clean wall corner plates

**EXHIBIT B
REQUEST FOR PROPOSALS**

**RFP TITLE: JANITORIAL SERVICES
RFP #: 0003**

GRANT INTEGRATED SERVICES
840 E PLUM
MOSES LAKE, WA 98837

PROPOSAL OPENING DATE:
December 21, 2012, 3:00 p.m.

IMPORTANT – PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE.

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until the opening date and time specified above. The opening of proposals will be conducted in private to maintain the confidentiality of the contents of all proposals during the negotiation process.

**VENDOR MUST COMPLETE THE FOLLOWING
(Please Print)**

COMPANY NAME

MAILING ADDRESS/CITY/STATE/ZIP

EMAIL ADDRESS (If available)

**EXHIBIT C
PROPOSAL SCHEDULE**

For the services as outlined, I, _____,
representing the firm of _____, will
perform the necessary janitorial services according to the request for proposals enclosed.

840 Plum Street

Monthly Bid: \$ _____

1103 Lowry and 1211 Moses Street

Monthly Bid: \$ _____

Number of Hours per day to clean 840 E. Plum Street: _____

Number of Hours per day to clean 1103 Lowry and 1211 Moses Street: _____

EXHIBIT D
JANITORIAL SERVICES
GRANT INTEGRATED SERVICES
SAMPLE AGREEMENT

1. PARTIES

This agreement is entered into by and between (insert name of contractor and address), and Grant County (County), a third-class county, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, by and through Grant Integrated Services (Agency), 840 E. Plum, Moses Lake, WA, 98837.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **(insert date)**, 20(), and terminate on **(insert date)**, 20(), unless terminated earlier in accordance with the terms of this contract.

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in 1 year intervals. This contract, including any renewals, may not exceed a total of 7 years.

3. COST/PRICE ADJUSTMENTS

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the County. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the Agency the following **(insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Scope of Project)**.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the services to be provided, the Agency shall pay according to the following schedule: Contractor must submit invoices at the end of each monthly billing period. Invoice amounts will be based upon Contractor's services as rendered. Invoices must be detailed and must be submitted no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time are considered null and void. Payments will be paid to Vendor within thirty (30) days following receipt of a properly detailed invoice.

5.2 Withholding of Payment. The Agency may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the Agency caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the Agency, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the provision of janitorial services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by Grant County, or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the Agency. The Contractor shall be responsible to Agency for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and Grant County.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save Grant County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of Grant County, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, with combined limits of \$1,000,000, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Grant County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

9.2 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the Agency. At the request of the Agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.3 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be received by the Grant Integrated Services, 840 E. Plum, Moses Lake, WA 98837, at the time this contract is awarded. The Contractor must notify the Agency immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Agency reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of Washington's workers' compensation laws, Title 51, RCW. Proof of compliance must be in the form of workers' compensation insurance or proof of exemption from coverage. Neither the contractor nor its employees are employees of the Agency. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to Grant Integrated Services, 840 E. Plum, PO Box 1057 Moses Lake, WA 98837, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by

12. CONTRACT TERMINATION

12.1 Termination for Convenience. The Agency may, by written notice to the Contractor, terminate this contract without cause. The Agency must give notice of termination to the Contractor at least **30** days prior to the effective date of termination.

12.2 Reduction of Funding. The Agency must terminate this contract if funds are not appropriated or otherwise made available to support the Agency's continuation of performance of this contract in a subsequent fiscal period.

13. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the Agency shall be through a single point of contact designated as the Agency's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the Agency's liaison and the Contractor's liaison.

Bernadine Warren will be the liaison for the Agency.

840 E. Plum, Moses Lake, WA 98837

Wk: 509-764-2657

FAX: 509-765-1582

Email: bwarren@co.grant.wa.us

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The Agency's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the Agency's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the Agency in the performance of their respective obligations, at no additional cost to the Agency. Meetings will occur as problems arise and will be coordinated by the Agency. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

15. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Washington. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in Grant County and each party shall pay its own costs and attorney fees.

16. SCOPE, AMENDMENT, AND INTERPRETATION

16.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP # (insert RFP number), as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

16.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

17. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

VENDOR:

DATED: _____

APPROVED THIS _____ DAY OF _____ 2013

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON
Cindy Carter, Chair

Carolann Swartz, Vice Chair

Richard B. Stevens, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Approved as to form:

_____, 2013

Dalton Lee Pence, Deputy Prosecuting Attorney