

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/01/23 BC 11/14/23
Subject:	Public Works Contract with The Personal Touch Cleaning, Inc.
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center solicited proposals from contractors on the Benton County Small Works Roster for janitorial and building maintenance services for the Juvenile Justice Center as the contract with The Personal Touch Cleaning, Inc. is set to expire on October 31, 2023.

The following proposals were received:

- The Personal Touch Cleaning, Inc., Kennewick, WA (UBI No. 602839614) - \$132,217.50 total bid amount excluding WSST
- W Business Solutions, LLC dba Transblue, Monroe, WA (UBI No. 604009618) - \$189,210.03 total bid amount excluding WSST
- ABM Industry Groups, LLC, Kennewick, WA (UBI No. 604075772) – \$132,074.98 total bid amount excluding WSST
- Intermountain Cleaning Service, Inc., Yakima, WA (UBI No. 601402255) \$159,145.00 total bid amount excluding WSST

The Juvenile Justice Center has been pleased with Personal Touch Cleaning responsiveness to our cleaning requests, cleaning personnel does a good job of communicating with facilities manager regarding maintenance issues; and the quotes provided by Personal Touch Cleaning were reasonable.

Fiscal Impact

Amount not to exceed \$135,000.00 excluding WSST to be paid out of the Juvenile Fund, Dept. 172 Facilities Budget. No supplemental required.

Recommendation

The Juvenile Administrator reviewed the proposal and recommends contracting with The Personal Touch Cleaning, Inc.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING THE PERSONAL TOUCH CLEANING, INC. A PUBLIC WORKS CONTRACT FOR JANITORIAL SERVICES AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, the following proposals were solicited from contractors on the Benton County's Small Works Roster for janitorial and building maintenance services, and received the following bids:

- The Personal Touch Cleaning, Inc., Kennewick, WA (UBI No. 602839614) - \$132,217.50 total bid amount excluding WSST
- W Business Solutions, LLC dba Transblue, Monroe, WA (UBI No. 604009618) - \$189,210.03 total bid amount excluding WSST
- ABM Industry Groups, LLC, Kennewick, WA (UBI No. 604075772) – \$132,074.98 total bid amount excluding WSST
- Intermountain Cleaning Service, Inc., Yakima, WA (UBI No. 601402255) - \$159,145.00 total bid amount excluding WSST

WHEREAS, the Juvenile Justice Center has been pleased with The Personal Touch Cleaning, Inc. responsiveness to our cleaning requests, cleaning personnel does a good job of communicating with facilities manager regarding maintenance issues; and the quotes provided by The Personal Touch Cleaning, Inc. were reasonable; and

WHEREAS, the Juvenile Administrator recommends entering into a contract with The Personal Touch Cleaning, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Juvenile Administrator's recommendation and hereby award The Personal Touch Cleaning, Inc. the Public Works Contract for janitorial and building maintenance services for the Juvenile Justice Center for a monthly base rate of \$4,642.50, plus additional services quoted on an as needed basis for a total contract amount not to exceed \$135,00.00 excluding WSST; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Public Works Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on November 1, 2023 and shall expire on October 31, 2025.

DATED this _____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2023
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **The Personal Touch Cleaning Inc.**, a corporation organized under the laws of the State of Washington with its principal offices at 6855 W. Clearwater Avenue, Ste. L, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Specifications; and
- b. Exhibit B - Floor Plans for Administration Area; and
- c. Exhibit C - Floor Plans for Detention Area; and
- d. Exhibit D - Bid Proposal and Commercial Services Costs; and
- e. Exhibit E - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on **November 1, 2023** and shall expire on **October 31, 2025**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide janitorial services for various Benton and Franklin Counties Juvenile Justice Center at 5606 W. Canal Place, Suite 106, Kennewick, Washington. A detailed description of the services to be performed by the CONTRACTOR

is set forth in Exhibit A, "Specifications", which is attached hereto and incorporated herein by reference.

- b. The CONTRACTOR agrees to provide all the necessary cleaning supplies and equipment needed for the performance of this contract. The COUNTIES shall furnish all toilet and rest room supplies such as hand soaps, toilet paper, paper towels, plastic garbage bags, toilet seat liners, and sanitary bags suitable for the installed dispensers.
- c. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- d. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES' Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- e. The COUNTIES does not guarantee utilization of this contract. The COUNTIES may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTIES.
- f. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- g. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- h. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- i. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

- a. For CONTRACTOR:

Name: J.P. Malnik
Address: 6855 W. Clearwater Ave., Ste. L
Kennewick, WA 99336
Phone: 509-735-9052
Email: personaltouchcleaning@msn.com

- b. For COUNTIES:

Name: David Wheeler
Address: 5606 W. Canal Pl, Ste. 106
Kennewick, WA 99336
Phone: 509-737-2745
Email: David.Wheeler@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit D, which are attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00), excluding W.S.S.T.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first,

CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- d. The CONTRACTOR may invoice the COUNTIES for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. **INVOICING**

- a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTIES' Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

- d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTIES shall withhold from the earned portion of the payment (i.e. that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the

COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 9 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State

of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S

commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss

basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the

following address: Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Ste. 106, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish COUNTIES with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to COUNTIES, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any

COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

13. SECURITY BACKGROUND CHECK

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

- 1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.
- 2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- 3. In addition, the Contractor may also be required to

conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

- c. It will be solely determined by the COUNTIES if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

16. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

17. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

18. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit E, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTIES prior to

subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTIES takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

19. DEBARMENT CERTIFICATION

The CONTRACTOR, by signature to this Contract, certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The CONTRACTOR also agrees to include the above requirement in any and all Subcontracts into which it enters. The CONTRACTOR shall immediately notify the Contact designated as the representative to the COUNTIES of this Contract if, during the term of this Contract, the CONTRACTOR becomes debarred. The COUNTIES may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term of this Contract.

20. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

21. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to

CONTRACTOR'S right to seek judicial relief.

22. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. SURVIVABILITY



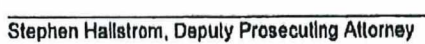
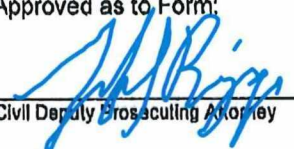
All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

29. CONFIDENTIALITY

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

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective November 1, 2023.

The Personal Touch Cleaning, Inc.	Benton-Franklin Counties Juvenile Justice Center
 10/2/23	 10/17/23
J.P. Mainik President	David Wheeler Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:	Approved as to Form:
 Stephen Hallstrom, Deputy Prosecuting Attorney	 Civil Deputy Prosecuting Attorney
Date	Date
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

SPECIFICATIONS

1) GENERAL REQUIREMENTS

A. TERM OF CONTRACT SERVICE

1. CONTRACT PERIOD: The period for which janitorial services shall be provided in accordance with these specifications is defined within Section 2 of the Public Works Contract Terms and Conditions. Term shall be **November 1, 2023 through October 31, 2025**.

B. CONTRACT

The successful bidder (hereinafter called “Contractor”) shall execute a contract with Benton-Franklin Counties for a term of twenty-three (24) months which shall be subject to and incorporate by reference all bid documents including but not limited to the Specifications, Juvenile Justice Center Map, Bid Proposal Form, and Prevailing Wage Rates within ten (10) days after the date of award.

C. BONDS AND LICENSES

1. The Contractor shall be licensed to do business in the State of Washington and shall submit a copy of their current business license with his/her Qualification Statement.
2. The Contractor shall furnish a performance bond, with sufficient sureties acceptable to Benton-Franklin Counties, in an amount equal to 100% of the contract sum as security for the performance by the Contractor of this contract prior to starting on site. Failure to furnish this bond will cause the Contractor’s proposal to be rejected and the Counties shall consider other proposals that have met all specified requirements.
3. The Contractor shall furnish a labor and materials payment bond with the sufficient sureties acceptable to Benton-Franklin Counties in an amount not less than 100% of the contract sum as security for the payment of all persons performing labor or providing materials pursuant to this contract. This bond shall be furnished to Benton-Franklin Counties prior to starting on site.

D. CONTRACTOR’S FAILURE TO PERFORM

The Contractor shall be prepared to start work in accordance with the specifications, immediately upon execution of the Contract. Failure to complete the work as scheduled will result in written notice to the Contractor terminating his/her right to proceed as to the whole or any part of the contract. In the event of such termination, the Contractor shall be liable to the County for any excess costs for such services.

2) SERVICE SPECIFICATIONS

A. GENERAL INFORMATION

1. Areas to be cleaned do not include building equipment, mechanical and emergency power rooms.

2. Services performed under this contract shall be subject to inspection and approval of the contracting officer or his/her designee. The Cleaning Quality Requirements set forth in Section 3 represent minimum standards.
3. All necessary cleaning equipment and disposable materials needed for the performance of this contract shall be furnished by the Contractor and shall conform to existing dispensers.
4. Limited storage space will be provided for use by the Contractor to store supplies and/or equipment. The Contractor shall maintain the storage area(s), including the sink room(s) in a safe, neat and orderly manner. All tools and equipment shall be maintained in clean and safe condition at all times; and be neatly stored each night in the assigned storage area(s).
5. The Counties shall not be responsible for any loss of, or damage to, the Contractor's supplies, materials, equipment or the personal belongings of the Contractor's employees caused by fire, theft, vandalism or other conditions.

B. *CONTRACTOR'S SUPERVISION AND QUALITY CONTROL PROGRAM*

1. The Contractor shall provide supervision and quality control inspections of the building areas included in the contract.

C. *CONDUCT OF CONTRACTOR'S EMPLOYEES*

1. The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones, computers, copiers, fax machines or other office equipment intended for County use.
2. All "lost and found" articles will be turned in to the Administration Executive Assistant or designee.
3. The Contractor shall require his/her employees comply with the instructions pertaining to conduct and building regulations issued by the Counties.
4. The Contractor's employees shall maintain the building security by not unlocking doors or gates to let anyone into the building during the performance of their duties under the contract. The Contractor and his/her employees shall enter and exit through detention. The Contractor and his/her employees shall sign in and out when entering and leaving detention.
5. In its performance of services specified in the contract documents, the Contractor shall not permit any employee or agent to perform work or services in any Counties building if it has been determined, in the sole discretion of the Counties that a particular employee is unsuitable to work or provide services in Counties facilities.
6. Prior to performing any duties, the Counties will conduct security background checks on the Contractor's employees or agents performing any work or service at the Benton-Franklin Counties Juvenile Justice Center. The Counties shall have the right to reject any of the Contractor's employees.
7. While performing janitorial services on Counties premises, Contractor employees shall not possess any firearms or other deadly weapons and shall not bring in the Benton-Franklin Counties Juvenile Justice Center any weapon or implement prohibited by law or court order.
8. Contractor employees shall not store any personal items unrelated to the performance of their work on or upon COUNTIES premises at any time.

9. Background Check/Criminal History

- a. Contractor shall authorize COUNTIES to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.
- b. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular or limited access to any client/juvenile.

3) ***BUILDING OFFICE HOURS AND CLEANING SCHEDULE***

- A. Duties shall be performed five (5) days per week, Monday through Friday, starting no earlier than 5:30 PM. Areas in detention are to be cleaned first followed by the Administration Building. If a legal holiday occurs on a scheduled cleaning day, the cleaning shall be done on the next workday. The Cleaning Frequency Schedule set forth in Section (4) is provided as a minimum requirement to maintain the building areas at the highest standard.
- B. In case of any emergency condition at the Benton-Franklin Counties Juvenile Justice Center, including but not limited to the flooding of a particular section of the building, the Contractor shall, at the direction of the Counties: (1) provide additional resources adequate to respond to janitorial needs created by the emergency, while performing the work required under this contract (2) divert resources to respond to the janitorial needs created by the emergency.

4) ***CLEANING QUALITY REQUIREMENTS (CQR)***

IMPORTANT: CONTRACTOR shall remind its employees that often restrooms continue to be utilized by COUNTIES' employees after hours. Therefore, when cleaning restrooms utilized by members of the opposite sex as any given CONTRACTOR employee, such employee shall employ appropriate preventative measures to reduce the chances of inadvertent invasion of privacy. These measures shall include announcing loudly into the open restroom door "Janitor – coming in to clean – anyone in there?" at least twice, and then ascertaining that the restroom is unoccupied prior to entering and propping the door open with a pail or other indicator that the restroom is closed for cleaning, for the entire time the janitor is inside. Under no circumstances shall janitors commence cleaning of a restroom utilized by members of the opposite sex while anyone of the opposite sex is inside for any reason.

This section outlines the minimum acceptable standards for services performed under this contract.

Locations and Task	Weekly	Monthly	Qtrly	Semi-Annual
<i>All Office Space</i>				
Clean counters, tables, windowsills, doors jambs, kickplates, and other horizontal surfaces to remove spills and smudges	5x			
Dust mop and spot clean all hard floor surfaces to remove spillage and scuffs	5x			
All medical exam rooms shall have floors swept or vacuumed, then mopped with a disinfectant cleaner	5x			
Empty all waste and recycling receptacles, install new liner, return to original location	3x MWF			
Carpets to be vacuumed in high traffic areas such as hallways, corridors, etc. and spot removed	5x			
Spot clean and remove finger marks, smudges and scuffs from doors, hardware, doorframes, walls, partitions, etc.	5x			
Check for burned out lights, plumbing issues, and other damage and report to building facilitator/management	5x			
Spot clean door glass and relites	5x			
Dust all counters, ledges, desks, chairs, tables, file cabinets, picture frames, telephones, and other flat surfaces that are within reach	1x			
Carpets to be vacuumed in normal traffic areas such as under desks, counters, tables, and spots removed	1x			
Interior office partition windows washed				1x
Vacuum all perimeter edges of carpet including behind doors, next to walls, etc.		1x		
Dust miniblinds			1x	
Dust and remove cobwebs from all exterior lighting inside the building overhangs			1x	
Shampoo carpets in high traffic areas such as corridors, hallways, waiting rooms, courtrooms, conference rooms, entryways, accounting rooms, doorways, etc.			1x	
Wax, polish and/or buff hard floor surfaces to maintain a glossy finish			1x	
Dust all ceiling vent diffusers, grills, and lights				1x
Shampoo all other carpets outside monthly schedule. Including offices, meeting rooms, etc.				1x
Strip and refinish all hard surface floors				1x
Clean and oil oak surfaces				1x
Wash plastic carpet protectors				1x
<i>Common Areas, Entrances, Lobbies, Stairwells, Exterior</i>				
Vacuum and/or damp mop all floors	5x			
Clean all entry glass, metal, and wood surfaces	5x			
Remove any spots and marks off walls and floors	5x			
Report any fixture, light, or other item that is not working to building facilitator/management	5x			
Wipe down entry guards desk(s)	5x			

**EXHIBIT A – SPECIFICATIONS
JANITORIAL SERVICES
Page 5 of 6**

Locations and Task	Weekly	Monthly	Qtrly	Semi-Annual
<i>Common Areas, Entrances, Lobbies, Stairwells, Exterior (Continued)</i>				
Check stairwells for trash, spot clean as needed	5x			
Wipe down all doors, jambs, and thresholds	5x			
Empty interior/exterior waste and install new liner	5x			
Wipe down all benches	5x			
Wipe down stairwell handrails	1x			
Dust all horizontal and vertical surfaces, remove cobwebs	1x			
Sweep stairwells	1x			
Wax, polish and/or buff hard floors surfaces to maintain a glossy finish	1x			
Dust and spot clean all directory signs, boards, etc.		1x		
Clean out all door thresholds		1x		
Clean all reights, extinguisher cabinets, and office signs		1x		
Mop stairwells		1x		
Clean all baseboards			1x	
Vacuum vertical fabric surfaces			1x	
Clean all exterior windows and ledges including courtyard by hand via rope drop or lift. Remove hard water spots and cobwebs. Pressure washing not preferred			1x – 3 times yr.	
Clean off all exterior window ledges of all dirt, cobwebs (including can lights), and trash			1x	
Dust all ceiling vent diffusers, grills, and lights			1x	
Clean all interior windows and wipe down sills				1x
<i>Janitorial Rooms</i>				
Organize and maintain in good condition	5x			
Take all trash to dumpsters	5x			
Keep all janitorial carts, equipment, etc. neat and orderly	5x			
Clean out mop, dust, and organize	1x			
<i>Restrooms and Showers</i>				
Restock all paper products and soap	5x			
Empty all waste receptacles, install new liner, return to original location	5x			
Empty and clean sanitary napkin disposal units and replace liner	5x			
Clean and disinfect all parts of toilets, urinals, sinks, fixtures, partitions, countertops, and walls around each fixture – remove all stains, scale, etc.	5x			
Spot clean all hard wall and partition surfaces	5x			
Clean and/or polish all fixtures – stainless stalls, dispensers, shelves, door handles, kick plates, mirrors, etc.	5x			
Report any fixture or light that is not working to building facilitator/manager	5x			
Dust then wet mop all hard floors with disinfectant cleaner	5x			
Clean showers	5x			
Scrub walls, tile, etc. in showers	1x			
Dust all surfaces	1x			
Pour clean water down shower and floor drains	1x			
Dust vents and grills		1x		
Fully clean all hard wall and partition surfaces		1x		
Scrub all floors and reseal or apply applicable finish		1x		

Locations and Task	Weekly	Monthly	Qtrly	Semi-Annual
<i>Restrooms and Showers (Continued)</i>				
Disinfect and polish/scrub and/or buff restroom floors			1x	
Strip all hard surface floors and reseal or apply applicable finish				1x
<i>Kitchen / Breakrooms / Classrooms / Labs / Detention</i>				
Wipe down and sanitize all horizontal surfaces – tables, counters, backsplash, etc.	5x			
Empty all trash and install new liner, and return to original location – to include Detention Admin Hallway	5x			
Dry and wet mop floors with disinfectant	5x			
Dry and wet mop floors with disinfectant – Detention Admin Hallway	1x			
Clean all empty sinks	5x			
Report any fixture or light that is not working to building facilitator/manager	5x			
Restock all paper products and soap	5x			
Scrub floors and reseal or apply applicable finish		1x		
Strip all hard surface floors and reseal or apply applicable finish				1x

ADDITIONAL ITEMS TO BE BID ON SEPARATELY PLEASE PROVIDE QUOTES IN ADDITION TO THE BASE BID.

1. Four times per year WINDOW WASHING AND CLASS CLEANING of exterior windows of the Administrative Building in its entirety regardless of highlighted color in Exhibit B.
2. Two times per year CARPET SHAMPOOING of the carpets in the reception area, down the hallway to detention, and down the hallway to the Commissioner Office.
3. Two times per year WINDOW WASHING AND GLASS CLEANING of all interior windows highlighted in yellow in Exhibit B.
4. Two times per year FLOOR FINISHING of the Detention Center in its entirety regardless of highlighted color in Exhibit C and the Administrative Building in its entirety regardless of highlighted color in Exhibit C.

Exhibit B – Administration Area



Exhibit C – Detention Area

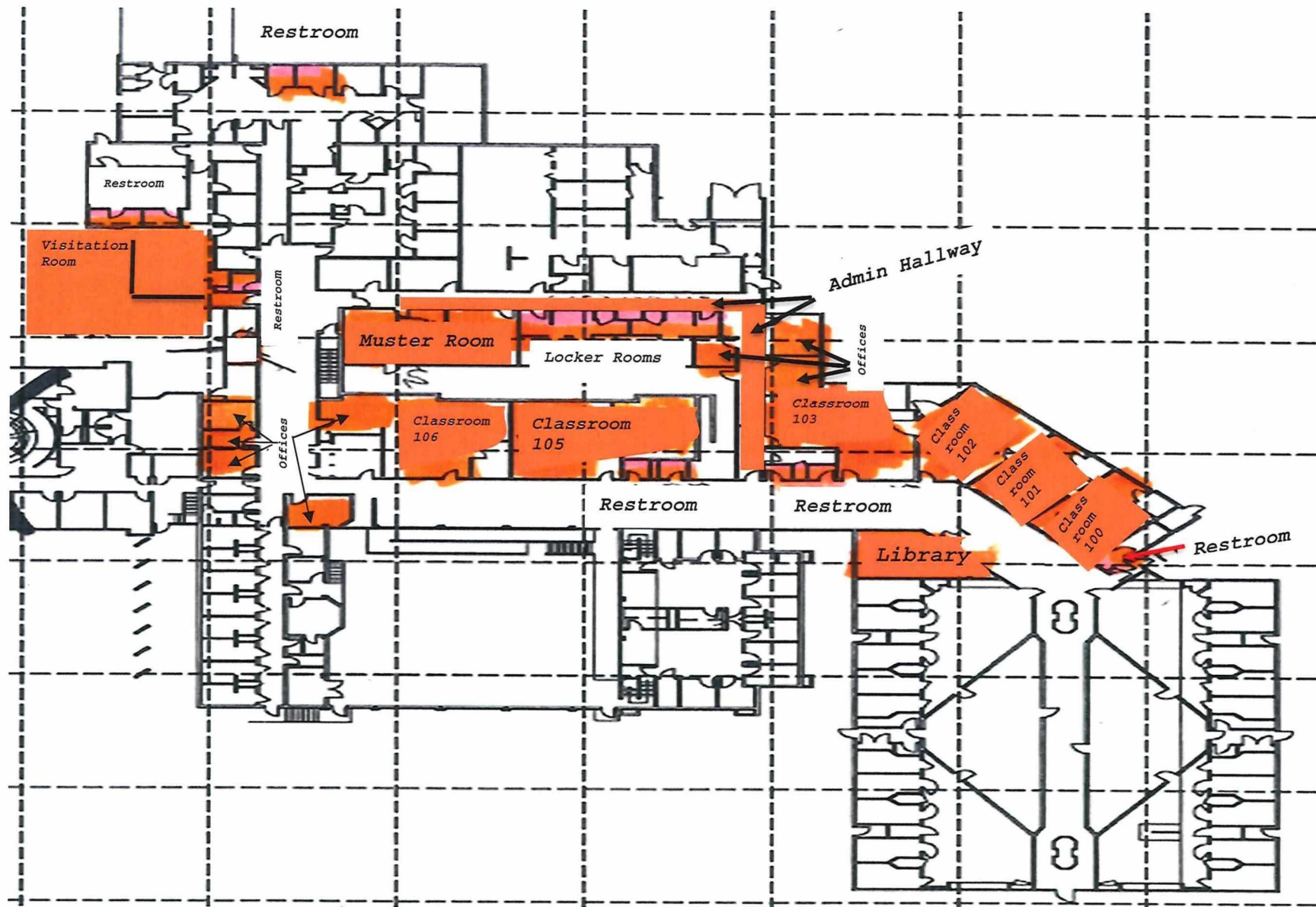


EXHIBIT D – BID PROPOSAL FORM

Company Name

The Personal Touch Cleaning Inc.

ACKNOWLEDGEMENT OF ADDENDA

The Undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 9/1/2023
Addendum No. 2, dated _____

Fill in all blank fields in the table below.

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

Please submit your bid as a total amount for twenty-three (23) months without sales tax on this form.

One hundred Thirty Two Thousand Two hundred seventeen Dollars & Fifty cents \$ 132,217.50
(Bid amount in words and numbers)


A. LIST PROPOSED MONTHLY COST. \$ 4,642.50

This is for internal budgeting purposes only and the amounts will not be considered in awarding to the lowest responsive bidder.

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

RFP/RFQ
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
JANITORIAL MAINTENANCE

SUBMISSION OF PROPOSAL

Respectfully submitted this	13 th	day of	September	2023
COMPANY NAME:	The Personal Touch Cleaning Inc.			
AUTHORIZED SIGNATURE:				
TYPE OR PRINT NAME:	J. P. Malnik			
TITLE:	President			
STREET ADDRESS:	6855 W. Clearwater Ave. Suite L			
CITY, STATE, ZIP:	Kennewick, WA. 99336			
TELEPHONE NO.:	509-735-9052			
EMAIL:	personaltouchcleaning@MSN.COM			
CONTRACTOR'S LICENSE NO.:	N/A			
U.B.I. NO.:	602-839-614			
WASHINGTON STATE EMPLOYMENT SECURITY NO.:	000-548363-00-7			



Quality Residential & Commercial Care.

Locally Owned & Operated Since 1989.

Commercial Service Estimate

9/13/2023
(Attachment #2)

The listed price includes all required janitorial cleaning
as well as equipment and supplies for

BENTON FRANKLIN JUVENILE JUSTICE CENTER

5606 W. Canal Pl. Suite 106
Kennewick, WA. 99336
509-783-2151

Contact: Rosa Garcia

Janitorial Services

Base Price \$4642.50 per month

Price quoted for additional items in addition to the base quote

1. Four times per year window washing and glass cleaning of exterior windows of the Administrative Building in its entirety.

$\$520.00 \times 4 = \2080.00 per year

2. Semi-annual carpet shampoo of all areas not covered in Quarterly service.

$\$3000.00 \times 2 = \6000.00 per year.

3. Two times per year window washing and glass cleaning of all interior windows highlighted in yellow in Exhibit B.

$\$520.00 \times 2 = \1040.00 per year

4. Two times per year machine floor services for designated VCT flooring areas.

$\$1800.00 \times 2 = \3600.00 per year

6855 W. Clearwater Ave. Suite L * Kennewick, WA. 99336
Office: 509-735-9052 * Fax: 509-783-4160 * Email personaltouchcleaning@msn.com



Quality Residential & Commercial Care.

Locally Owned & Operated Since 1989.

Project Approach and Schedule

- Our staff is highly trained in all areas outlined in the bid requirements. Many of our employees have been with us for over 5 years and some over 10 years. They are familiar with all aspects of janitorial cleaning. This enables them to be effective and efficient in their work to be able to achieve the quality of cleaning required in this proposal.
- The Justice Center account is set up on a schedule to be performed according to the required frequency. Appropriate staffing is provided and managed on a nightly basis. We prepare a detailed work plan for all per occurrence items. This ensures that these projects (carpet cleaning, hard floor care, windows etc.) are done on a timely basis and Benton-Franklin County Facilities do not have to contact us to ask when these services will be performed. We advise our point of contact prior to the scheduled times. We are also flexible to the Justice Center's needs if a reschedule is necessary.
- Our floor crew has extensive experience in all types of floor care. We have a steam mounted truck for carpet cleaning, as well as smaller machines for spot removal. We take care to be aware of all specific requirements and ensure that we use only recommended and appropriate products and procedures for the continuing upkeep of all accounts.
- To be able to clean accounts of varying sizes it is critical to have a strong management team. We take pride in being able to provide this quality in all aspects of our company. Our office hours are Monday through Friday from 7:00 A.M. – 5:00 P.M. This enables us to be able to handle any concerns or emergencies as quickly as we are made aware. Our nighttime availability allows us to communicate with the crew in case any changes are required at the last minute.

6855 W. Clearwater Suite. L * Kennewick WA. 99336

Office: 509-735-9052 * Fax: 509-783-4160 * email: personaltouchcleaning@msn.com



Quality Residential & Commercial Care.

Locally Owned & Operated Since 1989.

- Our staff consists of a Commercial Manager who has been in our employ for 20 years. We have 2 supervisors and 3 lead janitors. All are active in the field and our accounts are monitored regularly. We have several backup crew members that are badged and available to take over in case any of our regular crew is out. These individuals have all been specifically trained to work in the Benton-Franklin Juvenile Justice Center. They can step in and cover until the staffing shortage is corrected.
- Should a cleaning problem arise we have procedures in place to identify and resolve any issues as quickly as possible. As soon as we are aware of a concern either from the client or our staff, we make direct contact by phone, email, or a personal visit to evaluate the problem. We then contact our Commercial Manager and he or a supervisor works with our staff to correct or, if necessary, retrain in order to eliminate the problem .
- Safety is a large concern in this industry, and we take this issue seriously. Our commercial manager holds regular safety meetings to address not only cleaning precautions but also safety issues related to weather. The crew is provided safety instructions on hazardous chemicals, accident prevention both in English and Spanish. MSDS sheets are included in the staff's handbook. Should a worker become injured on the job there is a strict protocol in place that must be followed. We also provide training on how to be aware of their surroundings when entering and leaving a building.

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 9/28/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Benton	Building Service Employees	Janitor	\$15.74		1		View
Benton	Building Service Employees	Shampooer	\$15.74		1		View
Benton	Building Service Employees	Waxer	\$15.74		1		View
Benton	Building Service Employees	Window Cleaner	\$15.74		1		View