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wcls.org

REQUEST FOR PROPOSAL JANITORIAL SERVICES

January 17, 2014

SECTION A – GENERAL INFORMATION I. PURPOSE

A. Whatcom County Library System (WCLS) requests interested facility maintenance and janitorial firms to submit Request For Proposals (RFP) for janitorial services. The awarded contract will be for a one-year period, commencing February 24, 2014. All bidding Contractors must submit sealed proposals to furnish all necessary labor and supervision to satisfactorily perform janitorial services at the following WCLS facilities:

- 1. Administrative and Support Services Center 5205 Northwest Drive, Bellingham, WA 98226
- 2. South Whatcom Library 8 Barn View Court, Bellingham, WA 98229

II. RFP SCHEDULE

A. WCLS will follow a schedule, which should result in the selection of a janitorial maintenance firm to provide services starting Monday, February 24, 2014.

1. Issue RFP	January 17, 2014
2. Mandatory Conference and Facilities Walk Through	January 31, 2014
3. Proposals Due	February 10, 2014
4. Review of Proposals	February 11, 2014
5. Notify Selected Finalist	February 12, 2014
6. Award and Sign Contract	February 18, 2014
7. Contract Start Date	February 24, 2014



The RFP will be available to interested contractors starting Friday, January 17, 2014.

B. A Mandatory Conference and Facilities Walk Through is scheduled for January 31, 2014 from 9:00 am till 12:00 pm. The conference and tour will begin at the Administrative and Support Services Center, 5205 Northwest Drive, Bellingham, WA 98226. All contractors will then be expected to travel to the second location, which is the South Whatcom Library, 8 Barn View Court, Bellingham, WA 98229. Contractors not attending the Mandatory Conference and Facilities Tour will not be able to participate in the RFP bid process, no exceptions.

III. INSTRUCTIONS TO CONTRACTORS

A. RFP proposals shall be delivered to:

Whatcom County Library System Attn: Kyle Teeter, Administrative Services Manager 5205 Northwest Drive Bellingham, WA 98226

Proposals must be received on or before February 10, 2014 at or before the hour of 3:00 pm. Proposals received after 3:00 pm will not be considered for the contract proposal process – no exceptions.

- B. Three (3) copies of the RFP must be placed in a sealed envelope and clearly labeled "Proposal for Janitorial Services".
- C. The following information must be included in all proposals:
 - a. A statement delineating proven experience and expertise in providing the services requested in the RFP.
 - b. Resumes for the individual(s) to be assigned to complete the required services.
 - c. Identification of the individual in charge of contractual agreements or managing contracts (i.e., contract manager, supervisor).
 - d. How many staff you project will be needed to complete the scope of work.
 - e. The hourly wages to be paid to laborers and workers under public service contracts shall not be less than the prevailing rate of wages for an hour's work in the same trade or occupation and shall be in accordance with the provisions of RCW Chapter 39.12. In the context of this contract, this requirement is applicable to all Building Service Employees. [Ref. WAC 296-127-01308]. NOTE: This requirement is also applicable to all subcontractors.
 - f. Provide an explanation of what information, equipment and/or assistance will be required from WCLS.

- g. Description of how work will be performed and how tasks will be tracked.
- h. A list of contracts within the last five (5) years, identifying contracts similar to the requested services, including the name, title, and phone number of an appropriate local contact.
- i. Three (3) references for similar services.
- D. Even though it is WCLS's goal to award this contract to a single vendor, it is possible that WCLS may instead choose to award the bid to two (2) contractors depending on their proposals for individual sites. Therefore:
 - a. The proposer shall provide a Proposal for each facility, including State and Local sales tax after totaling cost of all services for each individual site. These individual site proposals should assume WCLS will award different facilities to separate contractors.
 - b. The proposer will provide a TOTAL price for janitorial services for BOTH sites, including State and Local sales tax after totaling the cost of all services for each facility. The TOTAL proposal for both sites assumes WCLS will award the entire contract to a single contractor.
- E. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be replied to prior to the aforementioned facilities conference and tour. Questions from RFP participants/bidders and corresponding responses will be shared with all bidders during the conference and tour. If any questions cannot be addressed during the walk through, they will be answered via email. No questions from RFP participants/bidders will be answered after February 5, 2014 at 5:00 pm.

IV. SELECTION CRITERIA

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

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

- B. Evaluation of the proposals and their cost effectiveness to WCLS will be made by an Evaluation Committee approved by the Administrative Services Manager. The Committee will evaluate all information provided in the proposal documents to determine the compliance with and conformance to the requirements set forth in the RFP, and the responsible qualifications of the individual(s) or firm(s) submitting a proposal. The Evaluation Committee's review and final decisions for the RFP will be based primarily on the most qualified Contractor overall, and not simply on the monthly/annual service fees proposed. WCLS will carefully investigate each Contractor's background and experience in the operation of like facilities.
- C. Contractor's Experience and Capability

The evaluation and determination of a proposer's fulfillment of the following requirements will be made by WCLS, and its judgment will be final. Criteria to be used in the selection process will include, but may not be limited to, the following considerations:

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

SECTION B – TERMS AND CONDITIONS

- A. WCLS reserves the right to reject any and all proposals, as well as to waive minor irregularities in any proposal.
- B. WCLS reserves the right to request clarification of information submitted and request additional information from the service provider.
- C. WCLS reserves the right to modify the frequency and/or scope of services for each facility within the RFP up until February 5, 2014 at 5:00pm.
- D. WCLS reserves the right to award any contract to the next most qualified contractor, if the selected contractor does not execute the contract within thirty (30) days after the contract was awarded.

- E. The proposer's proposal shall include those prices necessary to cover the cost of all items required to perform the work as set forth in the RFP documents. No allowance of any kind whatsoever will be made to any proposal because of lack of such examination or knowledge. The submission of a proposal shall be conclusive evidence that the proposer has made such an examination.
- F. WCLS requires evidence of worker's compensation and general liability insurance in minimum amounts described in the standard contract attached hereto as Exhibit 1.
- G. Any proposal may be withdrawn up until the date and time set forth above for the RFP proposals due date and time. Any RFP not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to WCLS the services described in the attached specifications, or until one or more of the proposals have been approved by WCLS administration, whichever occurs first.
- H. If awarded a contract by WCLS, the Contractor(s) and all subcontractors are required to obtain appropriate licensing to preform services at the service facility, if they do not already have one.
- I. WCLS shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to this RFP.
- J. WCLS reserves the right to make, at any time during the Contract, such changes in the Work as WCLS deems necessary for budgetary, operational, or other reasons. Such changes shall be made by reducing or eliminating portions of the Scope of Services for individual facility sites as submitted by the Contractor with its Proposal and by reducing the Contractor's compensation commensurately. WCLS shall give the Contractor 30 days notice of any such changes in Work.

SECTION C – GENERAL SCOPE OF SERVICES

WCLS is pleased to offer an opportunity for an experienced facility maintenance firm/contractor to provide janitorial services at the following WCLS facilities:

- 1. Administrative and Support Services Center: Approximately 16,000 square foot facility located at 5205 Northwest Drive, Bellingham, WA 98226
- South Whatcom Library: Approximately 8,000 square foot facility located at 8 Barn View Court, Bellingham, WA 98229

The contract will be for a one year period, commencing February 24, 2014.

The Contractor will be responsible for providing all cleaning equipment and supplies (vacuums, mops, buckets, brooms, dust mops, rags, and associated cleaners), and products (toilet paper, paper towels, garbage bags, seat covers, soap, etc.) needed to fulfill the scope of services within the RFP. The contractor will also be responsible for ensuring that the use and disposal of all cleaning products, solvents, and waste is in compliance with federal, state, and local environmental laws, codes, and ordinances.

Administrative and Support Services Center – General Specifications

Schedule: The Administrative and Support Services Center is to be cleaned five (5) nights per week on **Monday, Tuesday, Wednesday, Thursday, and Friday**. Cleaning must take place between the hours of 6:00 pm and be finished no later than 12:00 am midnight. Contractor shall communicate intended regular hours of access within this period to perform specified work to WCLS.

1. OFFICES, CUBICLES, AND OPEN COMMON WORK AREAS (carpeted)

a. Daily:

- Empty waste/recycling receptacles, dispose of waste appropriately, and replace liner in shared work and common areas.
- ii. Spot clean work surfaces for minor spills as needed.
- iii. Spot clean carpet.

b. Monday, Wednesday, Friday:

- Empty waste/recycling receptacles, dispose of waste appropriately, and replace liner in offices and individual work areas.
- ii. Dust, clean and sanitize counters and table tops in shared areas.
- iii. Spot clean walls, corridors, the areas around light switches and door frames as needed.
- iv. Vacuum main carpet areas, mats and runners.
- v. Dust mop or sweep hard surface floors.
- vi. Damp mop or spot mop floors.
- vii. Arrange furniture in a neat and orderly manner.

c. One (1) Time Per Week:

- i. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
- ii. Dust tops of cabinets and picture frames.
- iii. Dust partitions and ledges.
- iv. Clean drinking fountains.
- v. Damp wipe furniture in eating area.
- vi. Detail vacuum under desks, tables, counters, corners and edges of carpeted areas.
- vii. Remove dust and cobwebs from ceiling areas.
- viii. Spot clean all furniture.
- ix. Clean noticeable stains and smudges off windows with glass cleaner where applicable.
- x. Clean and polish Lobby Glass Doors and exterior door windows.

d. Monthly:

i. Dust Exit signs free of cobwebs and dirt.

- ii. Dust blinds where applicable.
- iii. Dust all horizontal surfaces over six (6) feet.
- iv. Dust all baseboards, cleaning any as needed.
- v. Buff or Spray-buff all Resilient Floors (restrooms, staff room, distribution room, entrances, etc.)

e. Quarterly:

i. Vacuum heating and air returns.

f. Semi-Annually:

i. Strip, seal and wax all Resilient Floors (restrooms, staff room, distribution room, entrances, etc.)

g. Annually:

- i. Shampoo/clean all carpets.
- ii. Clean interior windows.

2. BATHROOMS

a. Daily:

- i. Empty waste/recycling receptacles, dispose of waste appropriately, and replace liner.
- ii. Check and refill all dispensers as necessary: paper towels, toilet tissue, seat covers and hand soap.

b. Monday, Wednesday, Friday:

- i. Dust mop and/or sweep floor areas.
- ii. Damp mop floor surfaces with neutral cleaner.
- iii. Dust and wipe down low ledges and horizontal surfaces.
- iv. Clean and polish mirrors and dispensers.
- v. Clean counters and wash basins.
- vi. Clean and sanitize toilets, urinals and toilet seats.
- vii. Clean and polish chrome fixtures.
- viii. Clean walls, towel dispensers, light switches, doors, door handles and door frames as needed.

3. **BOOKMOBILE**

a. Monday and Thursday:

i. Damp mop floor surfaces with neutral cleaner.

b. One (1) Time Per Week:

- i. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
- ii. Dust or vacuum all book case shelves throughout vehicle.

c. Quarterly:

i. Vacuum heating and air returns.

4. OTHER AREAS

a. Daily:

i. Remove any litter by building entrance and front walkway.

5. **CLOSING INSTRUCTIONS**

a. Daily:

- i. Maintain Janitor Closet in a clean, accessible and organized manner.
- ii. Report any damage or unusual circumstances to WCLS.
- iii. Secure exterior doors and windows.
- iv. Turn off lights.
- v. Turn on night lights.
- vi. Set alarm upon exit.

South Whatcom Library – General Specifications

Schedule: The South Whatcom Library is to be cleaned five (5) nights per week on **Tuesday, Wednesday, Thursday, Friday, and Saturday**. Cleaning must take place between the hours of 8:00 pm and be finished no later than 5:00 am the following morning. Contractor shall communicate intended regular hours of access within this period to perform specified work to WCLS.

1. OFFICES, CUBICLES, AND OPEN COMMON WORK AREAS (carpeted)

a. Daily:

- i. Empty waste/recycling receptacles, dispose of waste appropriately, and replace liners.
- ii. Spot clean work surfaces for minor spills as needed.
- iii. Spot clean/vacuum carpet.

b. Tuesday, Thursday, and Saturday:

- i. Dust, clean and sanitize counters and table tops in shared areas.
- ii. Spot clean walls, corridors, the areas around light switches and door frames as needed.
- iii. Vacuum main carpet areas, mats and runners.
- iv. Dust mop or sweep hard surface floors.
- v. Damp mop or spot mop floors.
- vi. Arrange furniture in a neat and orderly manner.

c. One (1) Time Per Week:

- i. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
- ii. Dust tops of cabinets and picture frames.
- iii. Dust partitions and ledges.
- iv. Detail vacuum under desks, tables, counters, corners and edges of carpeted areas.
- v. Remove dust and cobwebs from ceiling areas.
- vi. Spot clean all furniture.
- vii. Clean noticeable stains and smudges off windows with glass cleaner where applicable.
- viii. Clean and polish Lobby Glass Doors and exterior door windows.

d. Monthly:

- i. Dust Exit signs free of cobwebs and dirt.
- ii. Dust blinds where applicable.
- iii. Dust or vacuum all book case shelves throughout building.
- iv. Dust all horizontal surfaces over six (6) feet.
- v. Dust all baseboards, cleaning any as needed.

e. Quarterly:

i. Vacuum heating and air returns.

f. Annually:

- i. Shampoo/clean all carpets.
- ii. Strip, seal and wax all Resilient Floors
- iii. Clean interior windows.

2. BATHROOMS

a. Daily:

- i. Empty waste/recycling receptacles, dispose of waste appropriately, and replace liner.
- ii. Check and refill all dispensers: paper towels, toilet tissue, seat covers and hand soap.
- iii. Clean walls, towel dispensers, light switches, doors, door handles and door frames as needed.

b. Tuesday, Thursday, and Saturday:

- i. Dust mop and/or sweep floor areas.
- ii. Damp mop floor surfaces with neutral cleaner.
- iii. Dust and wipe down low ledges and horizontal surfaces.
- iv. Clean and polish mirrors and dispensers.
- v. Clean counters and wash basins.
- vi. Clean and sanitize toilets, urinals and toilet seats.
- vii. Clean and polish chrome fixtures.

3. OTHER AREAS

a. **Daily:**

i. Remove any litter by building entrance and front walkway.

4. **CLOSING INSTRUCTIONS**

a. Daily:

- i. Maintain Janitor Closet in a clean, accessible and organized manner.
- ii. Report any damage or unusual circumstances to WCLS.
- iii. Secure exterior doors and windows.
- iv. Turn off lights.
- v. Turn on night lights.

SECTION D – PRICE PROPOSAL SHEET REGULAR CORE CLEANING SERVICES

As Identified In the Scope of Work:

Administrative	and Support Services Center (5 days per week): _/month	Total \$
South Whatco	m Library (5 days per week): _/month	Total \$
Total Requeste	ed Services (Both Locations, 5 days per week): _/month	Total \$
	DISCRETIONARY CLEANING SERVICES ency Services — within four (4) hours	
a.	Minimum charge \$	
b.	Per hour rate thereafter \$	
2. Other S		
Service	Rate	

SECTION E – INFORMATION TO BE SUBMITTED WITH PROPOSAL

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

A) Contractor Profile:

- 1. Provide the full name, main office address, and tax identification number of the entity that would ultimately enter into a contract with WCLS.
- 2. Provide the name and address of the entity that would actually provide the services to WCLS, if different from above.
- 3. Identify if your firm is an individual, partnership, or corporation and the state of incorporation.
- 4. Provide an organizational chart.
- 5. Provide the name(s), address(es), and telephone number(s) of the person(s) who are authorized to negotiate a contract with WCLS and also the contract person to whom notices regarding this RFP should be sent.
- 6. Provide copies of all business registrations/business licenses, and contractor's license.
- 7. Provide current number of employees.
- B) References/Experience/Past Projects:
- 1. List three (3) references, including names, titles, and telephone numbers of contact persons, which you have provided services to in the past two (2) years.
- 2. Provide a list of three (3) additional projects or contracts that your firm currently services that is similar in scope to this RFP.
- 3. Please tell us about your background and experience in facilities maintenance. Have you ever worked for a public entity?
- 4. Describe your level of expertise in proper facility cleaning equipment and products, and on which type of surfaces.
- 5. List any other relevant experience.
- C) List of Workers/Subcontractors:
- 1. List all proposed staff by name, identifying the proposed Contract Manager. List each person's current role in you firm and their proposed role in relation to the work contemplated under this RFP.

- 2. Describe each staff member's specific professional qualifications and years of applicable experience.
- 3. List all subcontractors and the work to be subcontracted out to them, and their professional qualifications and years of applicable experience.

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

D) Insurance Coverage:

- 1. The Contractor must furnish evidence of insurance coverage of general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage.
- 2. Worker's compensation in accordance with Washington State law shall be secured for the Contractor and its employees, and for all subcontractors.
- 3. A performance bond is not required for the work listed in the RFP.

E) Other information/questions:

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

SECTION F - PROPOSER'S QUALIFICATION CERTIFICATE

1. Name and Address:

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

	Employment Security Dept. No	Expires:	
	State Excise Tax Registration No	Expires:	
3.	Number of years in business under present nam business names used by Proposer during pat five		
4.	4. Has the Proposer, or any representative or partner thereof, failed to comple Contract?		
	NO YES If yes, give details:	:	
5.	Has the Proposer ever had any performance bor	nds called as a result of its work?	
	NO YES If yes, give details:	:	
6.	Has the Proposer ever been found guilty of any complex temployment Laws, or debarred from bidding on If yes, give details:		
7.	Has the Proposer ever filed for Chapter Eleven o	or other bankruptcy? NO	
	YES If yes, give details:		
8.	Have any adverse legal judgments been rendere five (5) years? NO YES If ye		
9.	Has the Proposer filed any claims with Washingt or other insurance company for accidents result to any of its employees in the past five (5) years' ves. give details:	ing in fatal injury or dismemberm	

EXHIBIT 1 WHATCOM COUNTY LIBRARY SYSTEM EXAMPLE CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made this _____ day of _____, ____, by and between the Whatcom

County Library System, hereinafter referred to as "WCLS", and, hereinafter referred to as "Contractor".				
WCLS desires to enter into a contract for professional services, and Contractor is and represent itself to be competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of WCLS. Therefore, the parties agree as follows.				
1. Specifications of Work: The Contractor agrees to perform the Work described in Attachment A to this Contract, in a competent and timely manner and within any timelines listed in Attachment A.				
2. Term: This Contract shall commence on and shall terminate on, unless terminated earlier as provided in this Contract.				
3. Payment: A. The total of all payments made pursuant to this Contract shall not exceed \$ The project budget is described in Attachment B to this Contract. Any expenses not listed in Attachment B will not be reimbursed.				
B. WCLS will compensate Contractor at the rate of \$ per (hour or entire project). Payment will be made within 60 days upon submittal and approval of invoices.				
4. Termination: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, WCLS may terminate this Contract immediately upon written notice of termination to Contractor. If this Contract is terminated upon notice from either party, Contractor's obligations to perform the work described in this Contract shall continue in force during the notification period.				
5. Obligations Upon Termination: Any materials produced by Contractor, its employees or contracts in performance of this Contract are the property of WCLS and shall be delivered to WCLS upon its request. WCLS shall pay Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to WCLS.				
6. Conflict of Interest: State law prohibits any officer or employee of WCLS from participating in any decision relating to this Contract which affects the employee's personal interest or that or any entity in which the employee has any direct or indirect interest. Both parties agree that to the best of their knowledge, no WCLS employee who participated in the discussions which led to this Contract had any personal or entity interest in violation of state law or WCLS policy.				

7. Modification: This Contract may be modified or amended only in writing signed by both

parties.

8. Assignment: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by Contractor without the prior written consent of WCLS. 9. Applicable Law: This Contract shall be governed and interpreted according to the laws of the State of Washington. Any proceeding to enforce or interpret this Contract shall be brought in Whatcom County, Washington. 10. Administration: shall be the WCLS authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent. 11. Non-Discrimination: Contractor shall not discriminate and shall comply with applicable laws and WCLS policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status, or on any other basis prohibited by law. 12. Indemnification: Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders in performing the services required under this Contract. Each party shall indemnify and hold harmless the other as to any loss, liability, claims, damages, actions, lawsuits, judgments and costs, arising from or out of this Contract, to the extent and in the proportion that the indemnifying party's conduct in the performance of this Contract caused the harm or damages giving rise to the liability. Contractor will indemnify WCLS and hold WCLS harmless from any liability claims, damages or other costs arising from Contractor's performance of the services required under this Contract. 13. Contract Validity: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, the remaining portions of this Contract shall remain in force. 14. Independent Contractor: Contractor is an independent contractor of WCLS, not a partner, employee, agent or joint venturer of WCLS, and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither party has authority to represent or act on behalf of the other party, and neither party will act or attempt to act on the other's behalf. Contractor agrees and represents that it is a business entity lawfully doing business in the State _____, under Business License No. ___ _____. Contractor will be paid via cash payment, reported on IRS Form 1099, and will not be subject to withholding of taxes or other statutory withholdings required from wages paid to statutory employees. Contractor and its employees, contractors and other representatives are not eligible for any pay or benefit from WCLS except as specifically stated in this Contract. Thus, Contractor, its employees and subcontractors if any, will not accrue or be eligible for payment or benefits from

other applicable contributions from such persons when required by law.

WCLS, including but not limited to retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to WCLS's employees. Contractor will be responsible for compliance with all applicable laws, rules and regulations applying to its workforce, including but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of prevailing wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including

15. Insurance:

A. Required Minimum Coverage. Contractor shall purchase and maintain such insurance as will protect from claims which may arise out of or result from the Contractor's execution of the Work, whether such execution be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Comprehensive general liability insurance and automobile liability insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of the Contractor with a \$1,000,000 each occurrence / \$2,000,000 aggregate bodily injury and property damage limit.

- B. *Verification of Coverage*. Contractor shall furnish the District with a copy of the Certificate of Insurance evidencing policies required above and evidencing policies of insurance for subcontractors, if applicable. The Contractor shall also furnish the District with an endorsement specifically stating that the insurance company or companies issuing the insurance policies contained in the Certificate of Insurance shall give the District at least forty-five (45) days' written notice in the event of cancellation of or material change in any of the applicable policies. The endorsement shall give a brief description of the work being performed under the Contract Documents and shall name the District as co-insureds.
- **16. Prevailing Wage.** The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the District an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. At the conclusion of the annual contract term, Contractor shall submit an "Affidavit of Wages Paid" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

17. Intellectual Property: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of WCLS and shall be subject to the State of Washington's public records law and the WCLS public records policy. Any information and/or materials shall be turned over to WCLS upon request.

- **18. Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, expressed or implied.
- **19. Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for its performance under this Contract.
- **20. Record Keeping, Audit and Inspection of Records:** Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. WCLS shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced against Contractor or WCLS, both parties will retain all records relating to the Contract until completion of the action and resolution of all issues involved in or relating to that action.
- **21.** Publicity, Publication, Reproduction and use of Contract's Products or Materials: Unless otherwise provided by law or WCLS, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with WCLS funds shall vest with WCLS. Contractor shall obtain the prior written approval of WCLS before it makes, or permits any of its officers, agents, employees or subcontractors to make, any public statement, including statements to the press or other media which bears on or relates to Contractor's work under this Contract. Conduct prohibited under this paragraph includes issuance or publication of any statement concerning the work performed and/or data collected under this Contract, and issuance of any material for publication through any medium of communication without the express prior written approval of WCLS. This provision shall apply both during and after the term of this Contract.

If Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, WCLS shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. This license shall be in addition to, and not in substitution for, any other remedies available to WCLS under applicable law.

- **22. Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of WCLS.
- **23. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence.

Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, embargoes or unusually severe weather.

Dates or time of performance under this Contract may be extended if necessary due to events described in this Paragraph, provided that the party whose performance is affected notifies the

other party promptly of the existence and nature of such delay, and provided that WCLS determines that the proposed extension of performance time does not unduly burden WCLS operations.

24. Notices: Unless otherwise specified in an attachment to this Contract, any notice required or given under this Contract shall be in writing and addressed and delivered to the persons and addresses below.

25. Signatures: FOR WHATCOM COUNTY LIBRARY SYSTEM:	FOR THE CONTRACTOR: LEGAL NAME:
BY:(signature)	BY:(signature)
Name:(print or type)	Name:(print or type)
Title:	Title:
Address: 5205 Northwest Drive Bellingham, WA 98226	Address:
Telephone: (360) 305-3600	Telephone:
Fax: N/A	Fax:
Date:	Date:
Tax ID #: 27-1855059	Tax ID #:
Attest:	
Administrative Services Manager	