

RFQQ Exhibit E– Sample Contract

STATE OF WASHINGTON
THE ADMINISTRATIVE OFFICE OF THE COURTS
1206 South Quince Street Southeast
PO Box 41170
Olympia, Washington 98504-1170

JANITORIAL SERVICES CONTRACT
PCH 14xxxx

THIS CONTRACT is entered into by and between the Administrative Office of the Courts (“AOC”) and (“Contractor”). The Contractor’s address is _____ . The Contractor’s Washington State Unified Business Identifier (UBI) is _____.

PURPOSE: The purpose of this contract is to secure the services of the Contractor to provide janitorial services for Buildings No. 1 and No. 2 located at 1206 S. Quince St. SE, Olympia, Washington.

IN CONSIDERATION of the mutual promises and understandings contained in this contract, the Contractor and AOC agree as follows:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** In consideration of the compensation received under this contract, the Contractor will provide the janitorial services for the AOC described in the “Janitorial Contract Specifications” which is attached as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE:**
 - a. The period of performance under this Contract shall be from January 1, 2013 through December 31, 2013, unless sooner terminated or extended as provided herein.
 - b. The AOC reserves the right to extend this contract for additional one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The total contract duration, with extensions, shall not exceed seven (7) years. The Contractor shall respond within fifteen (15) calendar days following receipt of the AOC’s request for extension.
3. **COMPENSATION:**
 - a. Amount: The AOC shall pay the Contractor \$_____ per month. This will be the total compensation paid to the Contractor except for payments, if any, made under subparagraphs 3.b. and c. below.

- b. Additional Services: The AOC may request the Contractor to provide additional services pursuant to the Response Form, as supplemented, submitted by the Contractor.
 - c. Additions or Deletions: The AOC may, by written change notice, add or delete facilities, areas, or service requirements of this contract. Such changes shall be negotiated on the basis of a prorated price consistent with the original price contained in the Contractor's Response Form, as supplemented.
4. **PAYMENTS**: Payment shall be made upon receipt of monthly invoices submitted by the Contractor. Full payment to the Contractor will be made only after work is satisfactorily performed. Payments will be considered timely if made by the AOC within 30 days of receipt of each such invoice.
5. **RIGHTS AND OBLIGATIONS**: All rights and obligations of the parties to this contract will be subject to and governed by the terms of this contract; Exhibit A-General Terms and Conditions, Exhibits B and C - Janitorial Specifications; and Exhibit D - the Contractor's Response Form, as supplemented, as referenced and hereby incorporated into this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Terms of this contract; (b) Exhibit A, General Terms and Conditions; (c) Exhibit B and C, Janitorial Contract Specifications; and (d) Exhibit D - Contractor's Response Form.

6. **RESPONSIBILITIES**:

- a. AOC: The AOC will reproduce a copy of the Janitorial Contract Specifications sheets for each month of the year, verify that janitorial services are performed as scheduled, and at the end of each month, note all services as either (S) Satisfactory, or (U) Unsatisfactory. If any services have been rated as (U), the Contract Administrator or her designee will contact appropriate Contractor personnel to discuss the deficiency and action necessary to correct such deficiency.
- b. Contractor: The Contractor will adhere to janitorial specification schedule as bid, but the Contractor, with concurrence of the Contract Administrator or her designee, may alter the performance schedule as long as the required performance is maintained. The Contractor shall converse, on a monthly basis, with the Contract Administrator or her designee to ensure that the AOC is satisfied with the service level.

7. **SUPERVISION/EMPLOYEES**:

- a. The Contractor will perform all work under this contract with his/her own employees and will assign a supervisor who will oversee the work performed under this contract and will have authority to represent the Contractor in dealing with the

Contract Manager or his/her designee. The name, address and telephone number of the supervisor will be furnished to the AOC.

- b. All on site employees and subcontractors will be required to have annual background checks prior to working on this site. A copy of the annual background check will be provided to AOC for each employee and subcontractor that works on site at AOC. The AOC reserves the right to request copies of any and all background checks on employees or subcontractors.
 - c. All Subcontractors employed by the Contractor for work at this site must be approved by the AOC and are subject to background verification.
 - d. The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official state business.
 - e. The Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his or her work hours and upon Contractor's departure from facility.
 - f. The Contractor will ensure that industry accepted safe practices are followed in performance of the work, including but not limited to, placing appropriate signage warning of wet or newly waxed floors. After each period of cleaning and other services, the areas shall be inspected for fire hazards, unnecessary lights shall be turned off, and outside doors and windows closed and locked.
 - g. The Contractor hereby accepts responsibility for all key cards or keys issued to the Contractor. The Contractor also agrees that no duplicate key cards or keys will be made and the Contractor will be responsible for the return of any key cards or keys that may have been provided to the Contractor's employees who terminate employment with his firm.
 - h. The Contractor shall prohibit small children from being on the premises during the time services are being performed.
 - i. By mutual agreement between the AOC and the Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate and do not exhibit proper dress and decorum expected in state owned facilities.
8. **HOURS OF WORK:** Janitorial services, except outside work and work done on Saturdays, Sundays and Holidays, shall be performed to completion between the hours of 5 p.m. and 8 a.m. unless otherwise specified herein or agreed upon. If services are scheduled for state holidays, they will be performed the following night. Services shall not be performed in office areas during office hours except by permission of the Contract Manager or his/her designee. Upon request, a responsible representative of the Contractor shall be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.

9. **EQUIPMENT AND SUPPLIES:**

- a. Unless otherwise specified herein, the AOC shall provide supplies, including but not limited to, soap, toilet tissue, paper towels, deodorant bars, toilet seat covers, and plastic trash bags. The Contractor shall make arrangements to secure the supplies furnished by the AOC. No supplies furnished by the AOC will be removed from the premises. The AOC will provide a janitorial closet for use by the Contractor.
- b. The Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies not stated herein as being supplied by the AOC. Materials shall be first quality, shall give good service and shall give results satisfactory to the AOC.

10. **INSURANCE:** (See ACQ-2013-1015-RFQQ Section 2.13 Insurance Requirements)

11. **NON-EXCLUSIVITY:**

- a. Nothing contained in this contract shall be construed to limit in any way the AOC's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract under any terms and conditions, including, but not limited to any compensation, as the AOC may in its sole discretion deem appropriate.
- b. Nothing contained in this contract shall be construed to limit in any way the Contractor's right or ability to make its services available to the general public during the term of this contract or to enter contracts or other agreements with any other individual or entity.

12. **COUNTERPARTS:** This contract is to be executed in duplicate, and each duplicate shall be considered an original copy of this contract by each party for all purposes.

13. **ENTIRE AGREEMENT--**This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

AGREED:

THE ADMINISTRATIVE
OFFICE OF THE COURTS

CONTRACTOR

Name, Title

Name, Title

DATE: _____

DATE: _____

Exhibit A
JANITORIAL SERVICES CONTRACT
PCH-14xxx
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** As used throughout this contract, the following terms shall have the meanings set forth below:
 - a. “AOC” shall mean the Administrative Office of the Courts of the state of Washington, any division, section, office, unit or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
 - b. “Contracting Officer” shall mean Ramsey Radwan, Management Services Division Director, and/or his delegates within the AOC authorized in writing to act in his behalf.
 - c. “Contractor” shall mean that individual or other entity performing services under this contract and shall include all employees of the Contractor.
 - d. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor.
2. **ADVANCE PAYMENTS PROHIBITED:** No payment in advance or in anticipation of services to be provided under this contract shall be made by the AOC.
3. **ASSIGNMENT:** The Contractor shall neither assign this Contract nor any claim arising under this contract without the previous written consent of the AOC.
4. **CHANGES AND MODIFICATIONS:** Any change or modification to this contract must be in writing and signed by both parties.
5. **CONTRACTOR NOT EMPLOYEE OF THE AOC:** The Contractor and his or her employees or agents performing under this contract are not employees or agents of the AOC. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the AOC or of the State of Washington by reason of this contract, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to any employee under Chapter 41.06 RCW or an employee of the Judicial Branch specifically exempted by Chapter 41.06 RCW.

6. **FAILURE TO PERFORM/BREACH OF CONTRACT:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this Contract or the Contractor is in substantial non-compliance with any of its terms, the AOC may terminate this Contract under the TERMINATION FOR CAUSE clause. PROVIDED, that the AOC shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance. PROVIDED FURTHER, THAT A MAJOR VIOLATION OF THE CONTRACT SPECIFICATIONS DEALING WITH BUILDING SECURITY COULD RESULT IN IMMEDIATE TERMINATION OF THIS CONTRACT WITHOUT THE FIVE (5) DAY NOTICE REQUIREMENT.
7. **GOVERNING LAW:** This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court of the State of Washington for Thurston County.
8. **INDEMNIFICATION:** The Contractor shall protect, indemnify, and save the AOC harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to AOC equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the AOC.
9. **INDEPENDENT STATUS OF CONTRACTOR:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
10. **INDUSTRIAL INSURANCE COVERAGE:** The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the AOC and guarantee payment of such amounts.
11. **LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.
12. **NONDISCRIMINATION:** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies in the administration of this contract.

13. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:** In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the AOC. The Contractor shall, however, be given a reasonable time in which to cure such noncompliance.
14. **RECORDS, DOCUMENTS, AND REPORTS:** The Contractor will retain all books, records, documents, and other materials relevant to this contract for six years after settlement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC, the Office of State Auditor, federal officials and other officials so authorized by law.
15. **REGISTRATION WITH DEPARTMENT OF REVENUE:** The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.
16. **SAFEGUARDING OF INFORMATION:** The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the AOC for any purpose not directly connected with the administration of the AOC or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC.
17. **SAVINGS:** In the event that after the effective date of this contract and prior to normal completion, funding from state or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the contract upon written notice to the Contractor, subject to renegotiation under those new funding or project limitations and conditions.
18. **SEVERABILITY:** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared severable.
19. **SUBCONTRACTING:** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the AOC.
20. **TERMINATION - GENERAL:** This contract may be terminated without cause by either the AOC or the Contractor upon sixty (60) days written notice.
21. **TERMINATION FOR CAUSE:** The AOC may, by written notice, terminate this contract for cause, in whole or in part, for failure of the Contractor to perform its obligations under this contract, subject to the provisions of paragraph 6 above. In such event, the Contractor shall be liable for damages as authorized by law.

22. TERMINATION PROCEDURE: After receipt of notice of termination, and except as otherwise directed by the AOC, the Contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice;
- b. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of this contract as is not terminated;
- c. Complete performance of any part of this contract as shall not have been terminated by the AOC;
- d. Take all action as may be necessary, or as the AOC may direct, for the protection and preservation of property of the AOC which is in the possession of the Contractor.

Unless otherwise provided in this contract, the AOC shall pay to the Contractor the agreed upon price for services provided to the AOC prior to the effective date of termination, unless the termination is for cause, in which case the AOC shall determine the extent of liability. The AOC may withhold from any amounts due the Contractor for services such a sum as the AOC determines to be necessary to protect the AOC against potential loss or liability. The rights and remedies of the AOC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

23. TREATMENT OF ASSETS:

- a. Title to all property furnished by the AOC shall remain in the AOC.
- b. Title to all property furnished by the Contractor shall remain in the Contractor.
- c. Any property of the AOC furnished to the Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of the AOC (including all related expenses) which results from the negligence of the Contractor.
- e. Upon the loss or destruction of, or damage to, any AOC property, the Contractor shall notify the AOC thereof and shall take all reasonable steps to protect the property from further damage.
- f. The Contractor shall surrender to the AOC all property of the AOC prior to settlement upon completion, termination, or cancellation of this contract.

24. WAIVER: Waiver of any breach of any provision of this contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer or her delegate and attached to the original contract.