

**Request for Proposals  
Mental Health, Substance Use, Developmental  
Disabilities and  
Domestic Violence/Sexual Assault  
Needs Assessment  
Grant Integrated Services  
RFP 2012-0002**

**SECTION 1:**

**PROGRAM OVERVIEW**

**RFP 2012-0002**

**SECTION 1: BACKGROUND, NEED AND PURPOSE, STATEMENT OF WORK, AND REQUIRED PROPOSAL CONTENT**

**I. Background**

Grant Integrated Services (GrIS) is an agency of Grant County that provides mental health and substance abuse treatment services, developmental disability support services, and domestic violence and sexual assault advocacy services.

GrIS is divided into four programs: Grant Mental Healthcare (GMHC); Prevention and Recovery Center (PARC); New Hope Domestic Violence and Sexual Assault Services (NH); and Developmental Disabilities Directions in Community Living Program (DCL).

The agency employs approximately 164 individuals in its four programs:

GMHC:	52 staff
PARC:	16 staff
DCL:	57 staff
NH:	14 staff
Integrated Administrative:	25 staff

Agency staffs include licensed mental health staff, licensed chemical dependency staff, licensed medical staff, certified billing staff, specialty trained residential support staff, and specialty trained domestic violence and sexual assault staff. Eighty-three percent of staff is female, 17% male, and 23% of staff is Hispanic.

Funding for all four programs comes from a variety of sources:

Federal	45%
State	42%
County	4%
Grants & Contracts	5%
Client fees	2%
Other	1%

The 2012 budget for all four programs is \$10,141,000, with 80% of revenue attributable to personnel costs and 20% attributable to operating expenses.

Each program serves the most vulnerable and neediest individuals in Grant County offering a variety of outpatient services including therapy, case management, medication management, residential support services, client advocacy, crisis support, housing, and employment. The four programs served the following number of individuals in 2011:

GMHC: 2,512;

PARC: 739;

DCL: 55;

NH: 830;

And provided a combined 120,538 hours of services.

## **II. Need and Purpose**

The Center for Disease Control, in the Healthy People 2020 program, identified a number of objectives related to mental health, addiction, disabilities, and violence, including the following:

- The burden of mental illness in the United States is among the highest of all diseases, and mental disorders are among the most common causes of disabilities. Recent figures suggest that approximately 1 in 4 adults in the United States had a mental disorder in the past year, most commonly anxiety or depression, and 1 in 17 had a serious mental illness. Mental health disorders have a serious impact on physical health and are associated with the prevalence, progression, and outcome of some of today's most pressing chronic diseases.
- In 2009, an estimated 22 million Americans struggled with a drug or alcohol problem. Almost 95 percent of people with substance use problems are unaware of the problem. Of those who recognize their problem, more than 25 percent are unsuccessful in obtaining treatment. Substance abuse has a major impact on individuals, families, and communities. Problems include teenage pregnancies, sexually transmitted diseases, domestic violence, child abuse, violence, crime, and suicide.
- People with developmental disabilities play an important role in every community. They must have the opportunity to take part in important daily activities that add to a person's growth, development, fulfillment, and community contribution. People with developmental disabilities may experience difficulties or delays in getting the health care they need, may not

engage in fitness activities, use tobacco, be overweight, experience symptoms of psychological distress, receive less social-emotional support, and have lower employment rates.

- Domestic violence and sexual assault are widespread in society. Acts of violence are among the top 15 killers for Americans of all ages. Many people accept domestic violence as “acts of fate” or “part of life”. Beyond the immediate health consequences, domestic violence and sexual assault have an impact on the well-being of individuals by contributing to premature death, disability, poor mental health, higher medical costs, and lost productivity. The effect of injuries and violence extend to family members, friends, co-workers and employers.

This RFP is to hire an individual or firm to conduct a community mental health, substance abuse, developmental disability, and domestic violence/sexual assault needs assessment for Grant County, Washington.

The purpose of the study is to determine current needs, strengths, and gaps in the local mental health, substance abuse, developmental disability, and domestic violence/sexual assault systems with the intention to aid community stakeholders in understanding priority areas that should be addressed to create systems that meets the needs of Grant County. Additionally, information gathered through the process will serve as an educational tool regarding the types of services provided in the region. Ultimately, the data from the needs assessment will serve to improve the quality of mental health, addiction, developmental disability, and domestic violence/sexual assault services provided to members of the community. The study is not intended to be an evaluation of existing service providers, but rather an overall assessment of community needs and strengths related to these topics.

### **III. STATEMENT OF WORK**

Grant Integrated Services seeks to contract with an entity to conduct a needs assessment to determine the needs of Grant County as it relates to individuals who have/are : mental health and substance abuse issues; developmental disabilities; and victims or survivors of domestic violence and/or sexual assault.

The selected provider will:

- Develop a planning document that will be used to guide the needs assessment. The planning document should include at a minimum the overall purpose of the study, key research questions, target population, project goals, indicators related to the goals, and a timeline for completion of the study.
- Develop a methodology for examining study goals, including, but not limited to, a review of epidemiological data, inventories and surveys of direct service and ancillary service providers, and individual and focus group interviews.
- Identify data collection instruments and the basis for each.
- Identify procedures for data collection.
- Identify focus group protocols. Outline protocols directly related to monolingual, bilingual, and bi-cultural individuals (primarily Hispanic and Ukrainian).
- Identify barriers to individuals accessing services.
- Identify barriers encountered by providers in supporting individuals experiencing mental health and/or substance use issues, developmental disabilities, and/or domestic violence/sexual assault.
- Ensure that an appropriate amount of responses are received to support findings.
- Overcome language and cultural barriers in gathering information in largely Hispanic or Ukrainian communities so that adequate information is collected.
- Analyze the results and prepare a final report.

The final report will be provided to Grant Integrated Services in both hard and electronic formats to include a camera-ready file and a file that can be edited. The final copies should include the Grant County logo. Grant Integrated Services estimates that 50 copies of the final report will be printed in English.

#### **IV. REQUIRED PROPOSAL CONTENT**

Proposal content must respond to this RFP solicitation adequately and appropriately. This section provides required content for proposals to be evaluated using the proposal evaluation criteria (Section 3, II).

##### **A. Response to Need and Purpose**

This section should provide a narrative that demonstrates the offeror understands the need for and purpose of the project, including the scope, complexity and language barriers of Grant County. The offeror should include any unique

perspectives or insights concerning the issue of assessment of individuals experiencing mental illness, substance use, developmental disabilities, and domestic violence/sexual assault.

## **B. Description of the Objectives/Services to be Provided**

The proposal should also include the following:

1. A narrative description of the overall project. This narrative should thoroughly describe the offeror's plan for performing the functions as described in Section 1, III, Statement of Work. The narrative should describe how the offeror intends to perform the various activities projected to address the need and accomplish the purpose of the project. Specifically, the narrative should address the research plan, research methodology, a description of the sampling method to be used to assure that an appropriate amount of responses are received from all assessed categories, how the assessment responses will be collected, compiled, and analyzed, and the assessment tools that will be selected. Discuss how language and cultural barriers will be overcome in order to collect data.
2. A detailed work plan that can be used to track the progress of the overall actions/tasks to be undertaken by the offeror. For each major activity included in the work plan, the time frames for completing and the person(s) responsible for completing the activity/task should be identified.
3. An outline of the specific services the offeror plans to provide as part of the project.
4. A list of measurable outcomes for the project.
5. A list of proposed contract deliverables for the project should also be included. For each reporting period, describe the documents and/or projects the offeror would submit for review and approval.

## **C. Description of Staffing**

Offerors must provide a detailed description of staffing in their proposals. The minimum requirements for this section of the RFP proposal are:

1. A description of the staff that will be employed or contracted by the provider and their qualifications. Include resumes of the individuals proposed to work on the

project. The resume shall include education, years of work experience, role and management responsibilities, licenses, certificates, and any relevant technical courses or training.

2. A synopsis of corporate or individual qualifications, indicating ability to manage and successfully complete the functions required in this proposal.
3. Any evaluations or descriptions of past or current projects similar to the functions of this proposal.
4. The offeror must demonstrate expertise and experience in the area of assessment of individuals experiencing mental health or substance use issues, developmental disabilities, and domestic violence/sexual assault.

#### **D. Description of Project Monitoring and Evaluation**

This section should describe the system used to monitor and evaluate project implementation and effectiveness.

The description should include an explanation of:

1. How the provider will monitor the progress of the work and accomplishment of the outcomes;
2. How the provider will identify and address any project issues, problems or concerns, as they emerge; and
3. How the provider will evaluate the effectiveness of the project.

#### **E. Budget and Budget Narrative**

In this section, offerors will include a proposed line item budget, accompanied by a detailed budget narrative. The budget narrative must explain and demonstrate that each entry on the line item budget sheet is allowable, reasonable, and necessary.

#### **F. References**

Each proposal should contain three (3) references who can be contacted to obtain a recommendation concerning the provider's performance in providing services similar to those required by this RFP. A minimum of two references will be contacted.

#### **G. Glossary of Terms**

**Deliverables** – submission of information to document provision of services (workplans, curriculums, training materials and handouts, graphs, tables, reports).

**Evaluation** – an assessment mechanism to ensure the project is making progress.



**Measurable outcomes** – a statement that specifies in quantifiable and qualitative terms the outcomes to be achieved.

**Monitoring** – a mechanism to track progress of project activities.

**Objectives** – a description of what is anticipated to be achieved through the project.

**Services to be Provided** – a listing of the services that will be provided to successfully achieve project outcomes.

**SECTION 2:**  
**RFP SUBMISSION INSTRUCTIONS**

## **SECTION 2: RFP SUBMISSION INSTRUCTIONS**

### **I. Request for Proposal Process**

The process involved in soliciting proposals, evaluation proposals, and selecting the offeror for contract negotiation leading to the award of a contract is a multi-step process:

- a. RFP release by Grant Integrated Services.
- b. Letter of Intent submitted with Proposal Schedule of Events and Deadlines listed in Section 4.
- c. Written questions submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.
- d. Response to written questions in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.
- e. Offerors' RFP proposals submitted in accordance with Proposal Schedule of Events and Deadlines listed in Section 4.
- f. Mandatory criteria evaluation.
- g. Proposal scoring.
- h. Contract negotiations.

### **II. Contact Person**

This RFP is issued by Grant Integrated Services, an agency of Grant County, Washington. The sole point of contact is:

Bernadine Warren, Director of Finance  
Grant Integrated Services  
840 E. Plum Street  
Moses Lake, WA 98837  
(509) 764-2657  
[bwarren@co.grant.wa.us](mailto:bwarren@co.grant.wa.us)

### **III. Proposer Questions or Inquiries**

Questions related to this RFP must be received in writing by the contact person listed in Section 2, II, and in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4 of this document. Questions may be sent by U.S. mail, facsimile, express mail, or hand delivered. Telephone calls and/or emails will NOT be accepted. Responses to questions will also be in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.

#### **IV. Title Page**

Each copy of the proposal must include a title page that contains the following information:

- a. Title of proposal and RFP number.
- b. Offeror's legal name.
- c. Name, title, address, phone number, fax number, and internet email address, if available, of the person who may respond to inquiries regarding the proposal.
- d. Name of project director.
- e. Name and title of official authorized to sign contract.
- f. Organization's mission, vision, and values statement.

#### **V. How to Submit a Proposal**

This section describes how to correctly submit a proposal for this RFP. Failure to submit all information requested or failure to follow instructions may result in the proposal being considered non-responsive and therefore rejected. Please follow the instructions carefully.

1. Proposals must be delivered, sealed, clearly marked "RFP 2012-0002 Mental Health, Substance Use, Developmental Disabilities, and Domestic Violence/Sexual Assault Needs Assessment" and delivered by the deadline indicated in Section 4, Proposal Schedule of Events and Deadlines.
2. The proposal document should not exceed 50 pages in length. Pages should be numbered, have 1 inch margins, using 12 font, 1.15 spaced, on 8 ½ by 11 paper, and printed on one side only. Double-sided proposals will not be accepted. Proposal document length does not include the table of contents, index, attachments, budget proposals, and other materials.
3. Do not include spiral or bound materials or pamphlets. All attachments or exhibits must be letter sized, and if reduced to letter sized, must be readable. Ink and paper colors must not prevent the entire proposal from being photocopied.
4. Each proposal should be unbound, collated, and include a table of contents with each section clearly labeled with the appropriate heading.
5. An original and nine (9) copies of the proposal and supporting materials are required. An electronic version of the proposal should be submitted on a USB Thumb Drive. The original must be marked "original" and must contain an original signature of an official of the offeror who is authorized to bind the offeror to their proposal.
6. Offerors must submit proposal items in the following order:

- a. Cover Sheet;
- b. Title Page (Section 2, IV);
- c. Table of Contents (Identify major sections and page numbers);
- d. Response to Need and Purpose (Section 1, IV, A);
- e. Description of Objectives and Services to be Provided (Section 1, IV, B);
- f. Description of Staffing (Section 1, IV, C);
- g. Description of Project Monitoring and Evaluation (Section 1, IV, D);
- h. Budget and Budget Narrative (Section 1, IV, E);
- i. References (Section 1, IV, F); and
- j. Forms and Templates – Required Certifications, Letter of Intent (optional).

**VI. Letter of Intent to Submit a Proposal**

Submission of the Letter of Intent form within the time indicated on the Schedule of Events and Deadlines (Section 4) is encouraged of all prospective proposers. Organizations that submit a Letter of Intent will receive a copy of all addenda, clarifications to the RFP, and response to written questions. The submission of a letter of intent does NOT require or mandate an agency to submit a proposal. The Letter of Intent should be submitted via fax, U.S. mail, commercial carrier, or hand delivered to:

Bernadine Warren, Director of Finance  
Grant Integrated Services  
840 E. Plum Street  
Moses Lake, WA 98837

**VII. Limitations on Contacting Grant County or Grant Integrated Services Personnel**

Prospective offerors are prohibited from contacting Grant County personnel, Grant Integrated Service personnel, or any person other than the person named in Section 2, II. Violation of this limitation may result in disqualification of the prospective offeror.

**VIII. Acceptance of Proposals**

Proposals must be received by Grant Integrated Services in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4 of this document at 840 E. Plum Street, Moses Lake, WA, 98837. No changes, modifications or additions to the proposals submitted after this deadline will be accepted by or be binding on Grant integrated Services. Any proposal submitted shall remain a valid offer for at least 60 days after the proposal submission date. Proposals not received at either

the specified place or by the specified date and time, or both, will be rejected. Proposals may be sent via U. S. Mail, commercial carrier, or hand delivered. Proposals submitted by facsimile or electronically will be rejected.

Grant Integrated Services reserves the right to reject any and all proposals or to waive minor irregularities when to do so would be in the best interest of Grant Integrated Services. Minor irregularities are defined as a variation from the RFP terms and conditions which does not affect the process of the proposal, or give the prospective offeror an advantage or benefit not enjoyed by other prospective offerors, or does not adversely impact the interest of the agency. At its opinion, Grant Integrated Services may correct minor irregularities but is under no obligation to do so.

**XIX. Withdrawal of Proposal**

A written request for withdrawal, signed by the offeror, may be considered if received by Grant Integrated Services within 72 hours after the proposal opening time and date indicated in the Schedule of Events and Deadlines, Section 4. A request received in accordance with this provision may be granted upon proof of the impossibility to perform based upon obvious error on the part of the offeror.

**X. Special Accommodations**

A person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact Bernadine Warren at (509) 764-2657.

**XI. Cost of Developing and Submitting a Proposal**

Grant Integrated Services is not liable for any costs incurred by any offeror in responding to this RFP. All proposals become the property of Grant Integrated Services and will not be returned to the offeror once opened. Grant Integrated Services shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this RFP. Selection or rejection of a proposal will not affect this right.

**SECTION 3:**  
**EVALUATION AND AWARDS**

### SECTION 3: EVALUATION AND AWARD

#### I. Selection Committee

A selection committee of not less than three people will be used to read, evaluate and rank properly submitted proposals. The Selection Committee will be comprised of members of Grant Integrated Services, and, if necessary, others with pertinent backgrounds.

#### II. Selection Committee Evaluation

The maximum possible score for any proposal is 100 points. Proposals that score less than 50 are ineligible for award under this RFP. While developing the proposal, please refer to the scoring criteria below for assuring completion.

Each member from the selection committee will read and score each proposal independently, discuss each proposal jointly, and then submit final results for tabulation. The score from each member will be summed and a final score will be assigned to the proposal. Scores will be ranked in numerical order and be submitted to the Board of County Commissioners for approval.

The highest ranked proposal will be funded through the RFP. If negotiations with the highest ranked contractor are unsuccessful, the proposal will no longer be considered, and the next highest ranked proposal may be contacted for negotiation. This process will continue until a contract is awarded or the selection recommends otherwise. All proposals will remain with Grant Integrated Services and will not be returned to the offeror.

Scored criteria are grouped into the following categories and weighting:

Response to Need and Purpose (15 maximum points): The proposal contains sufficient information to determine that the offeror understands the need for and purpose of the project.

Description of Objectives/Services to be Provided (35 maximum points): The proposal contains a narrative description of the activities to be performed, including a detailed work plan and sustainability plan that is adequate and sufficient to accomplish the requirements of the RFP.



Description of Staffing (10 maximum points): Person(s) engaged to complete the activities of this project are qualified to perform the required duties, including relevant experience in the areas of assessment of individuals experiencing mental health, substance use, developmental disabilities and domestic violence/sexual assault issues, and are organized to meet the time frames established. Describe how the staffing will address communication with individuals who have limited English proficiency.

Description of Project Monitoring and Evaluation (15 maximum points): The proposal contains a description of the system used to monitor and evaluate project implementation and effectiveness. The description should include an explanation of: how the provider will monitor the progress of the work and accomplishments of the outcomes; how the provider will identify and address any project issues, problems, or concerns as they arise; and how the provider will evaluate the effectiveness of the project.

Budget and Budget Narrative (20 maximum points): The proposal includes a proposed line item budget, accompanied by a detailed budget narrative, on a separate sheet of paper. The budget narrative must explain and demonstrate that each entry on the line item budget sheet is allowable, reasonable, and necessary. The budget and narrative must present a cost effective funding level for achieving the purpose of the project.

References (5 maximum points): The proposal includes at least three references. At a minimum, two references will be contacted to obtain recommendations of the provider's current and/or past performance.

**TOTAL MAXIMUM POINTS 100**

**III. Identical Tie Bid**

If there is identical scoring preference shall be given to the bidder with the lowest cost. If there is identical scoring and identical pricing, Grant Integrated Services shall invite the proposers with tie bids to make an oral presentation. Following the presentation and a question and answer period, the selection committee will select the proposal deemed in the best interest of Grant Integrated Services.

**IV. Post Award & Contract Development**

Grant Integrated Services will contact the offeror selected for award to begin contract negotiation. As part of the contract negotiation process, conditions identified by either Grant Integrated Services staff or the selection team will be addressed. If the offeror has had their financial statements audited, a copy of the most recent audit statement, along with any management letter, will be requested. Additionally, a completed W-9 form will also be requested.

**SECTION 4:**  
**RFP SCHEDULE OF EVENTS AND DEADLINES**

**SECTION 4: PROPOSAL SCHEDULE OF EVENTS AND DEADLINES**

<b>ACTIVITY/EVENT</b>	<b>DATE</b>	<b>METHOD</b>
RFP Released and Advertised	June 8, 2012 June 10, 2012	Grant County Website State-Wide Newspapers
Letter of Intent Due	June 22, 2012	Submit to: Bernadine Warren, Director of Finance 840 E. Plum Street Moses Lake, WA 98837
Written Questions Due	June 29, 2012	Submit to: Bernadine Warren, Director of Finance 840 E. Plum Street Moses Lake, WA 98837
Responses to Written Questions	July 6, 2012	Mailed to all offerors who submitted a Letter of Intent; otherwise posted on Grant County Web
Sealed RFP Proposals Due	July 13, 2012	Submit to: Bernadine Warren, Director of Finance 840 E. Plum Street Moses Lake, WA 98837
Mandatory Criteria Evaluation and proposal scoring begins	1:00 p.m. July 16, 2012	At Grant Integrated Services, 840 E. Plum Street, Moses Lake, WA
Posting of top ranked offeror	July 24, 2012	Grant County Web
Start contractual negotiations	July 25, 2012	
Anticipated Contract start date	August 1, 2012	

**SECTION 5:  
FORMS AND TEMPLATES**

**Grant Integrated Services Required Certifications**

**Acceptance of Contract Terms and Conditions:**

I hereby certify that should my agency be awarded this contract, it will comply with all the terms and conditions specified in the RFP and contained in the standard contract, attached (Section 6, Terms and Conditions).

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_

**Statement of No Involvement**

I hereby certify that my agency had no prior involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of the RFP, or in developing the subject study.

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_

**Conflict of Interest Statement**

I hereby certify that all persons, companies, or parties interested in the proposal as principals are named therein, that the proposal is made without collusion with any other person, person, company or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the offerors to the provisions of this proposal.

Signature of Authorized Individual \_\_\_\_\_ Date \_\_\_\_\_



**SECTION 6:**  
**TERMS AND CONDITIONS**



**GRANT INTEGRATED SERVICES**  
**SAMPLE AGREEMENT**

**1. PARTIES**

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

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE and DURATION**

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

**3. SERVICES AND/OR SUPPLIES**

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

**4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit. Contracts resulting from this RFP will be either cost reimbursement or fixed price/fixed fee, depending on the types of services rendered. One original invoice must be submitted for payment, with all supporting documentation legible and copy ready. Invoices will be processed only after acceptance of the deliverable is determined by Grant Integrated Services.

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

**5. Default**

Failure to perform according to this bid and/or resulting contract shall be cause for the organization to be found in default in which any and all reprocurment costs may be charged against the organization. Any violations of these stipulations may also result in the contractor's name being removed from the vendor mailing list.

**6. Public Records**

Any material submitted in response to this RFP will become a public document. This includes materials which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening.

## 7. Allowable Costs

The following Office of Management and Budget Circulars are used as guidelines to determine allowable costs depending on the organization structure of the entity submitting a proposal: (1) A-21 Cost Principles for Educational Institutions; (2) A-87 Cost Principles for State, Local and Indian Tribal Governments; and (3) A-122 Cost Principles for Non-Profit Organizations. Allowable costs pertaining to this RFP include costs such as:

1. Personnel salaries and benefits
2. Travel in accordance with Federal and State regulations
3. Other direct costs such as supplies, postage, copying, telephone, educational materials, etc.
4. Indirect costs must be based on a federally approved methodology and cannot exceed 10 percent of total salary and fringe benefits.

All contractual costs will be negotiated with Grant Integrated Services and must be approved prior to contract execution.

## 8. Non-Allowable Costs

In addition to the following list, see applicable cost principles as noted in Section 7 for additional unallowable costs:

1. Cash award to employees or ceremony expenditures
2. Penalty on borrowed funds or statutory violations of penalty for late/non-payment of taxes
3. Entertainment
4. Organizational affiliations, fund raising and public relations
5. Deferred payments to employees as a fringe benefit package
6. Severance pay and unearned leave
7. Purchase of equipment or furniture
8. Acquisition of real property, building construction alterations, renovations, or other capital improvements
9. Promotional items

## 9. ACCESS AND RETENTION OF RECORDS

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

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

**10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

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

**11. HOLD HARMLESS/INDEMNIFICATION**

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

**12. REQUIRED INSURANCE**

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

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

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

**12.3 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be received by the Grant Integrated Services, 840 E. Plum, Moses Lake, WA 98837, at the time this contract is awarded. The Contractor must notify the Agency immediately, of any material change in insurance coverage, such

as changes in limits, coverages, change in status of policy, etc. The Agency reserves the right to require complete copies of insurance policies at all times.

**13. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

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

**14. COMPLIANCE WITH LAWS**

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

**15. CONTRACT TERMINATION**

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

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

**16. LIAISON AND SERVICE OF NOTICES**

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

Bernadine Warren will be the liaison for the Agency.  
840 E. Plum, Moses Lake, WA 98837  
Wk: 509-764-2657  
FAX: 509-765-1582  
Email: [bwarren@co.grant.wa.us](mailto:bwarren@co.grant.wa.us)

\_\_\_\_\_ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

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

**17. MEETINGS**

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

**18. CHOICE OF LAW AND VENUE**

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

**19. SCOPE, AMENDMENT, AND INTERPRETATION**

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

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

**20. EXECUTION**

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

VENDOR:

DATED: \_\_\_\_\_

\_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON  
Richard Stevens, Chair

\_\_\_\_\_

Carolann Swartz, Vice Chair

\_\_\_\_\_

Cindy Carter, Member

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Barbara J. Vasquez, Clerk of the Board

Approved as to form:

\_\_\_\_\_, 2012

\_\_\_\_\_

Dalton Lee Pence, Deputy Prosecuting Attorney