



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
 17301 133rd Avenue NE, Woodinville, WA 98072
 WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council **Date:** 01/03/17
By: Rick Roberts, P.E., Director of Public Works *(RR)*
Subject: Award of Janitorial Services Contract to SMS Cleaning, Inc. in the amount of *[Signature]*
 \$59,880.00

Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
\$59,880	\$89,200	\$0

ISSUE: Shall the City Council approve the Janitorial Services to SMS Cleaning, Inc. of Tacoma, Washington, in the amount of \$59,880?

STAFF RECOMMENDATION: Approve the Janitorial Services contract and authorize the City Manager to take other actions necessary to implement the contract.

POLICY DECISIONS: Adopted purchasing policies require the City Council to approve all contracts or contract amendments in excess of \$35,000.

BACKGROUND/DISCUSSION: In December, the City requested bids from contractors through our Public Purchase process to provide Janitorial Services for City Facilities for the 2017-2018 calendar years. The City received five (5) bids from qualified companies and SMS Cleaning, Inc. was selected as the lowest responsive bidder.

The bid submitted by Apex Janitorial Services contained a significant error with regard to the monthly service charge for City Hall and the Maintenance Center. Their bid was rejected per the City Attorney. Below is a list of bidders and bid amounts.

Janitorial Services December 15, 2016 / Bids Received		
Contractor	City / State	Bid Amount
SMS Cleaning, Inc.	Tacoma, WA	\$ 59,880
Buenavista Services, Inc.	Lake Forest Park, WA	\$ 67,100
Advantage Building Services	Everett, WA	\$ 76,132
National Maintenance Contractors	Bellevue, WA	\$ 112,928
Apex Janitorial Services	Woodinville, WA	\$ 21,350*

** Error in monthly service charge – Bid rejected*

ALTERNATIVES:

1. Approve the Contract as presented.
2. Do not approve the Contract as presented.

RECOMMENDED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE THE CONTRACT WITH SMS CLEANING, INC. FOR JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$59,880), AND AUTHORIZE THE CITY MANAGER TO TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THE CONTRACT.

Attachment: Janitorial Services Contract

**PROFESSIONAL SERVICES AGREEMENT
FOR CONTRACTED MAINTENANCE OF FACILITIES
BETWEEN THE CITY OF WOODINVILLE AND
SMS CLEANING, INC.**

THIS AGREEMENT, is made this _____ day of *January 2017*, by and between the City of Woodinville (hereinafter referred to as "City"), a Washington Municipal Corporation, and *SMS Cleaning, Inc.* (hereinafter referred to as "Service Provider"), doing business at *8033 Pacific Ave. S., Tacoma, WA 98405*.

WHEREAS, Service Provider is in the business of providing certain professional services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of *Janitorial Services for City facilities*, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of *Fifty-Nine Thousand Eight Hundred Eighty Dollars and No/100 (\$59,880)* for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payments within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to,

compensation, insurance and unemployment insurance, are available from the City to the Service Provider or its employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for its acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** *Janitorial Services for City facilities*
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before *December 31, 2018*.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Prevailing Wage.** This Agreement is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and maintenance contracts. 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. The schedule of prevailing wage rates is available online at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> and by this reference made a part of this contract as though fully set forth herein.

Prior to making any payment under this Agreement, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Service Provider's responsibility to obtain and file the Statement. The Service Provider shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Service Provider and all subcontractors.

Following the final acceptance of services rendered, Service Provider shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

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 amended.

9. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or other tortious acts, errors or omissions of the Service Provider in connection with the performance of this Agreement, except for injuries and damages caused by sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Insurance.** The Service Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.
11. **No Limitation.** The Service Provider's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City

shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Service Provider's profession.
- B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provisions. The Service Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
- F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the city, offset against funds due the Consultant from the City.
12. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

13. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of its duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
15. **Ownership of Products and Premises Security**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
16. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
17. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
18. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
19. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
20. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the jurisdiction of any dispute under this Agreement shall be the Superior Court of King County, Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

By: _____
Brandon Buchanan, City Manager

By: _____
Title: _____

Taxpayer ID #: _____

CITY CONTACT

Brian Meyer, Maintenance Supervisor
City of Woodinville
17301 133rd Avenue NE
Woodinville, WA 98072
Phone: 425.489.2700
Fax: 425.489.2705

SERVICE PROVIDER CONTACT

Sang So, President
SMS Cleaning, Inc.
8033 Pacific Avenue
Tacoma, WA 98408
Phone: 253.582.0777
Fax: 253.582.4704

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

ATTACHMENT A

**BID SCHEDULE
Janitorial Services for City Facilities**

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink. A bid must be received for all items.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	JANITORIAL SERVICES FOR CITY HALL	MONTHLY	24	\$ 1,600	\$ 38,400
2	JANITORIAL SERVICES FOR PUBLIC WORKS MAINTENANCE OFFICE AREA	MONTHLY	24	\$ 150	\$ 3,600
3	WASH WINDOWS – CITY HALL	EACH	8	\$ 500	\$ 4,000
4	SHAMPOO CARPET AREAS – CITY HALL	EACH	2	\$ 1,200	\$ 2,400
5	WAX HARD FLOOR SURFACES – CITY HALL	EACH	8	\$ 1,000	\$ 8,000
6	SANITIZE WOODINVILLE FIELDS RESTROOMS AND EMPTY ALL GARBAGE RECEPTACLES AT THE PARK	EACH	8	\$ 150	\$ 1,200
7	SANITIZE WILMOT GATEWAY PARK RESTROOMS AND EMPTY ALL GARBAGE RECEPTACLES AT THE PARK	EACH	8	\$ 150	\$ 1,200
8	SANITIZE ROTARY PARK RESTROOMS AND EMPTY ALL GARBAGE RECEPTACLES AT THE PARK	EACH	8	\$ 135	\$ 1,080
TOTAL BID AMOUNT				\$ 4,885	\$ 59,880

ATTACHMENT A

**SCOPE OF WORK
JANITORIAL SERVICES
FOR CITY FACILITIES**

GENERAL PROVISIONS

A. Facilities to be Served:

Facility	Square Feet	Address
City Hall	24,000	17301 133 rd Avenue NE
Public Works Maintenance Office	900	19900 144 th Avenue NE
Wilmot Gateway Park Restrooms	775	17301 131 st Avenue NE
Woodinville Fields Restrooms	1,325	17401 133 rd Avenue NE
Rotary Park Restrooms	350	19518 136 th Avenue NE
TOTAL SQUARE FOOTAGE	27,350	

The highest standards of cleanliness shall be maintained. It is the intent of these specifications that City facilities present a consistently clean condition at the end of each building servicing. The services outlined in these specifications are to be considered as minimum requirements but in no instance are they to limit the level of cleanliness.

B. Holidays:

City facilities, except for the police station, are closed and no cleaning will need to take place on the major holidays that are observed by the City of Woodinville. A list of holidays observed by the City of Woodinville follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day Following Thanksgiving
- Christmas Day

C. Prevailing Wage:

Prevailing Wage. This Agreement is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and maintenance contracts. 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. The schedule of prevailing wage rates is available online at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> and by this reference made a part of this contract as though fully set forth herein.

What about Owner/Operators?

An owner/operator does not need to pay themselves prevailing wages; HOWEVER, they do still need to pay their employees prevailing wages and file Intents and Affidavits with the Department of Labor and Industries, specifying that they are Owner/Operator.

1. RCW 39.12.010 - The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
2. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each Contractor and sub-Contractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.
3. RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor.

D. Supplies, Materials, Equipment and Utilities:

Furnished by the City

1. Electrical power at existing outlets for the Contractor to operate such equipment as necessary in the conduct of his work.
2. Hot and cold water as necessary.
3. Materials and supplies such as:
 - a. hand soap
 - b. paper towels
 - c. toilet paper
 - d. toilet seat covers
 - e. wastebasket and garbage liners

City Hall has two janitor's closets for shall be provided for storing equipment including mops, brooms, dust-cloths, and other items and an attempt will be made to provide similar accommodations in other City buildings and work areas. Closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor. The City will replenish paper supplies as needed. The City will not be responsible in any way for damage to the Contractor's stored supplies, materials, replacement parts, or equipment but will exercise due care in working around those items to prevent any damage.

Furnished by the Contractor

1. The Contractor shall supply all necessary tools, equipment, and waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies not stated in the work request as being supplied by the Customer. Equipment must be professional/commercial grade and materials shall be first quality, shall give good service and shall give results satisfactory to the Customer. Contractor and City will supply to the City all MSDS sheets for all supplies maintained in the building. Only approved environmentally safe biodegradable cleaning supplies will be used. All cleaning supplies and/or chemicals must be pre-approved by the Public Works Maintenance Supervisor.

2. Slip Resistance: The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.
3. Indoor air quality protection is a concern for City facilities. Contractor owned vacuum cleaners used in City facilities must be HEPA certified by the manufacturer or meet filtration ratings at HEPA standards, and therefore must be rated to retain all particles to 0.3 microns in size at efficiency rating of 99% or higher. HEPA-rated exhaust filtration and HEPA disposable vacuum bags are required.

E. City Inspection of Services:

All services, which include services performed, materials furnished or utilized in the performance of service, and workmanship in the performance of services, shall be subject to inspection by the City, at all times during the term of the contract. All inspections by the City shall be made in such a manner as not to unduly delay the work by Contractor.

City management shall be the sole judge of quality and required frequency of services provided. If the level of cleaning is considered to be unacceptable by City management at any time, the Public Works Maintenance Supervisor will notify the Contractor, its authorized representatives, or agents and the Contractor shall increase staff, or take whatever measures are necessary to provide an acceptable level of cleanliness.

F. Increase or Decrease in Services:

During the term of this contract, the City shall have the option to increase or decrease the amount of services provided under this contract. The contract rate for such increase or decrease shall be adjusted upon mutual agreement of the parties. In the event that the parties cannot agree upon a rate for said increase or decrease in service, either party upon thirty (30) days written notice may terminate the contract.

G. Changes:

Any proposed change in this contract shall be submitted to the City of Woodinville Public Works Maintenance Supervisor for his/her prior approval and then he/she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

H. Employee Supervision:

1. The City will not provide any supervision to Contractor's employees. Contractor must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise.
2. Contractor shall provide an adequate number of employees to maintain cleaning in accordance to the specifications within and shall schedule work so that it does not disrupt the functions and normal day-to-day operations of City facilities.
3. Police need to be present when cleaning the police department area, at a fixed time determined by the police department. If the police are not present at time of cleaning, Contractor shall not clean the area. No price adjustment will be made in the event that Contractor is unable to clean the police area at the designated time.

4. Contractor will be held accountable for damages, theft, or any other breach of security caused by its employees and shall be held directly responsible for errors and omissions of his/her employees and other persons performing janitorial work under the Contractor's control at City facilities. The Contractor shall be responsible for repair of any damage to City property and restoration of any facility damage beyond normal wear and tear, caused by the Contractor's janitorial activities. Repair and restoration shall be to the satisfaction of the City. Any repair or restoration of these damages shall be performed at no cost to the City.

I. Employee Safety and Standards:

1. Contractor shall select individuals to perform janitorial services for City facilities in conformance with accepted janitorial practices and standards. Custodial staff working in these facilities shall have relevant experience.
2. Contractor shall complete criminal background checks, including fingerprinting, through the Woodinville Police Department for each employee assigned to this service contract. Results shall be made available to the Public Works Maintenance Supervisor upon request and retained on file by the Contractor in accordance with privacy laws. Questionable backgrounds shall be brought to the attention of the Public Works Maintenance Supervisor. Throughout the life of the contract, the City of Woodinville reserves the right to require the Contractor to have background checks updated or completed again. There will be no exceptions and no substitutions of personnel without prior background clearance checks. *Any employee with a criminal record will not be allowed to work on City facilities in performance of the work under this contract.*
3. The Contractor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on City property. Smoking is not allowed in City buildings. Staff employed by the Contractor shall not work in any City building while under the influence of non-prescribed drugs and only if consistent with the usage restrictions of prescribed drugs.
4. Upon request by the City, Contractor will remove from City facilities premises any employee who, in the sole opinion of the City, has participated in any improper conduct.
5. Contractor shall submit a current list of names, and assignments of all employees who will perform work under this contract. Changes in the employment list shall be reported to the Public Works Maintenance Supervisor no less than seventy-two (72) hours before the changes become effective. Said list and changes shall be submitted to the Public Works Maintenance Supervisor at 17301 133rd Avenue NE, Woodinville, WA 98072.
6. Contractor shall provide appropriate training to employees prior to the beginning of service under this contract to ensure competent performance of work during scheduled hours. When submitting names of employees, Contractor shall provide documentation of the type and amount of training received by each employee. All employees must understand correct use of all materials and equipment used to clean, including what to do if problems occur (i.e. proper use of MSDS Sheets).
7. The Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.
8. Employees and representatives of the Contract must be fluent in English. If fluency is in a language other than English, then the Contractor shall:

- A. Provide all MSDS sheets in both languages.
 - B. All containers must be labeled in both languages.
 - C. Custodial instructions and schedules shall be posted in both languages.
 - D. Provide a number for a Contractor supervisor that City staff can contact when contractor is performing services at any City facility.
9. For Bid Items No. 6, Sanitize Woodinville Fields Restrooms and empty all garbage receptacles at the Park, No. 7, Sanitize Wilmot Gateway Park Restroom and empty all garbage receptacles at the Park, and No. 8, Sanitize Rotary Park Restrooms and empty all garbage receptacles at the Park, these items shall be done only when so directed by City staff. Payment will be made at the agreed upon unit price as bid, and only for each time such work is done. The City makes no guarantee that these items will be done, but wishes to establish a unit price for the work if the City so directs. These are optional items of work and the City reserves the right to direct that these items not be done at all or up to three (3) times per week. The City will give twenty-four (24) hour notice to the contractor in writing when the City requires that one of these items of work is to be done. The standard for performing the work is the same as for janitorial services for City Hall.

J. Facilities Security:

1. A major violation of the contract specifications, terms and conditions dealing with building security or confidentiality may result in immediate termination of this contract.
2. Examples of a major violation include but may not be limited to failure to follow established security protocol for each facility, leaving a door or doors unlocked with the building unattended, failure to turn on, or off as appropriate, the security system, breach of confidentiality regarding agency files, personal records, or any other agency information not intended for public disclosure, theft of personal or City property, and the drinking of alcoholic beverages, use of drugs, or being inebriated while in performance of contractual requirements.
3. The Contractor shall not engage in and shall prohibit the moving and reading of papers on desks, the opening of desk drawers and cabinets, the using of telephones and office equipment provided for official business.
4. The Contractor's employees shall be instructed in the security of the building. The Contractor is responsible for the security of the facility during the performance of all contract services and shall ensure that facility access restrictions remain in place and functional (do not prop automatically locked doors open) during cleaning operations. Contractor's employees shall leave only designated lights on and shall check windows and doors for security upon completion of custodial work. All doors are to be properly closed upon Contractor's departure from facility.
5. Keys and access codes to City facilities issued to the Contractor shall not be reproduced or given to another person. The Public Works Maintenance Supervisor must issue additional keys if required. The Contractor will be responsible to obtain any keys that may have been provided to employees who terminate employment with his/her firm. Keys or access codes must be safeguarded and accounted for. Contractor is responsible for lost keys and compromised access codes. In the event of contract termination or upon completion of the contract, all monies due the Contractor shall be withheld until the Contractor has surrendered all keys issued by the City. If the Contractor is unable to produce any of the keys issued, the Contractor shall assume full financial responsibility for changing the affected locks and providing necessary keys for the new locks.

6. The Contractor's employees are required to pass a background check in order to access the Police facilities. In the event a Contractor's employee fails to pass the background check, the Contractor shall provide another employee who has passed to perform the contract services. If the Contractor is unable to provide an eligible employee, the contract will be cancelled.

TECHNICAL SPECIFICATIONS

A. Maintenance Hours:

City facilities are available as follows (see part 3 below for days the service is expected):

1. City Hall is available for cleaning after 7:00 p.m. Monday through Sunday. Service could be performed at any time on Saturday or Sunday except that if the building is being used it may be difficult to complete the work without delays. Availability at hours before 7:00 p.m. during the week varies and would have to be approved by the Public Works Maintenance Supervisor at least one day before the planned service. On Tuesday nights, if a Council meeting continues past 11:00 p.m. and fails to adjourn in time for the west end of the downstairs to be cleaned then the contractor is released from finishing the service in that area. On Wednesday nights, if a Planning Commission meeting continues past 11:00 p.m. and fails to adjourn in time for the west end of the downstairs to be cleaned then the contractor is released from finishing the service in that area. The building is available for cleaning during any City scheduled holiday (noted above).
2. Public Works Maintenance Office after 5:00 pm any day of the week.
3. Wilmot Gateway Park Restrooms ½ hour after sunset any day of the week.
4. Woodinville Fields Restrooms after 11:00 p.m. any day of the week.
3. Rotary Park Restrooms after 10:00 p.m. any day of the week.

B. Areas to be Cleaned:

1. *City Hall*
All interior spaces including restrooms, common areas, meetings rooms, Council Chambers, Police area, and work areas. Any office locked does not need to be serviced.
A police officer must be present as contractor staff clean the police work area. This may require additional daily coordination to access this area so that an officer can be present.
2. *Public Works Maintenance Office*
The office area and restroom are to be cleaned in this section.
3. *Wilmot Gateway Park*
Sanitize the Women's and Men's restrooms, entrance area, and drinking fountain. Empty restroom garbage containers, and dispose garbage in City Hall trash container. This work shall be done only when so directed by City staff. This item shall also include emptying garbage cans within the park as designated by the City and disposing of the garbage in the City Hall trash container.
4. *Woodinville Fields Restrooms*
Sanitize the Women's and Men's restrooms (area includes the upper and lower restrooms), interior entrance to the upper restrooms, and drinking fountain. Empty restroom garbage containers, and dispose garbage in City Hall trash container. This work shall be done only when so directed by City staff. This item shall also include emptying garbage cans within the park as designated by the City and disposing of the garbage in the City Hall trash container.

5. *Rotary Community Park Restrooms*

Sanitize the Women’s and Men’s restrooms, interior entrance to the upper restrooms, and drinking fountain. Empty restroom garbage containers, and dispose garbage in City Hall trash container. This work shall be done only when so directed by City staff. This item shall also include emptying garbage cans within the park as designated by the City and disposing of the garbage in the City Hall trash container.

C. Cleaning/Service Frequency:

	Mon	Tues	Wed	Thurs	F/S/S
City Hall	X		X**		X**
Public Works Office Area	X		X		X
Wilmot Gateway Park Restrooms***					
Woodinville Fields Restrooms***					
Rotary Park Restrooms***					

* After 11:00 p.m. (If the City Council is still meeting at 11:00 p.m., clean the upstairs and east end of the downstairs first. If the Council is not gone before you need to clean the downstairs west end, then you are released from cleaning those areas).

** After 7:00 p.m. (Groups may be using parts of the building until that time. Saturdays and Sundays can be cleaned any time AS LONG AS it doesn’t conflict with a group’s use of the building). Schedules of building use can be obtained from the City’s Executive Department Staff at 425.489.2700.

*** Schedule to be established as directed by City staff. The City will give twenty-four (24) hour notice to the contractor in writing when the City requires that one of these items of work is to be done.

Maps and layouts for each area can be found in Appendix B of this document.

D. Cleaning Scope of Work – Performance Requirements:

SCHEDULE I – All buildings – except restrooms

Each Cleaning

1. Empty waste receptacles. Replace plastic liners as needed – any liner with food on it shall be replaced. Check paper shredders and empty as necessary.
2. Empty all recycling containers; recycle contents (deposit in exterior recycle dumpsters provided to City).
3. Pick up debris from immediate exterior of entrances to buildings.
4. Damp clean lunchroom tables and counters using sanitizer. Wipe down chairs if needed. Remove stains.
5. Sanitize and polish all drinking fountains.
6. Clean interior and exterior glass on all building entrances.
7. Spot clean interior glass in partitions and doors.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, stainless steel corner protectors and railings.
9. Walls – remove spots, stains and marks to hand height. (70”).
10. Vacuum carpeted areas moving chairs and garbage cans (anything light and easy to move) including under desks and put back items moved. All visible dirt, dust and soil to be removed.
11. Spot clean carpet areas to remove spilled or soiled spots.

12. Dust, sweep or mop all hard flooring. Damp mop kitchen floor (using a cleaning agent).
13. Clean and sanitize all sinks.
14. Stairs – sweep/damp mop/vacuum (as appropriate). Remove visible marks.

Restroom Areas

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

1. Using a germicidal cleaner, clean and sanitize all restroom fixtures including, but not limited to, toilet seats, toilet bowls, urinals and sinks.
2. Damp wipe and polish all glass and mirrors.
3. Clean and sanitize all flush rings, drain and overflow outlets.
4. Clean and polish all chrome fittings.
5. Damp wipe all counters, doors, etc. using a germicidal cleaner.
6. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
7. Remove spots, stains and splashes from wall area adjacent to hand basins.
8. Damp mop all floors using a germicidal cleaner.
9. Pay particular attention to stains under urinals when cleaning the grout and tile.
10. Refill all dispensers from City stock.
11. Empty all containers and disposals and insert liners as required.
12. Empty and sanitize interior of sanitary containers.
13. Sanitize City Hall shower facilities (two in upstairs restrooms and one in downstairs mudroom).
14. Wash and sanitize exterior of all dispensers and containers (weekly).
15. Spot clean all walls, doors and partitions (monthly).

Monthly – Minimum of once per month (unless otherwise noted) All buildings

1. Dust and clean countertops unless covered with papers, all furniture including desks, chairs, tables, filing cabinets, bookcases, shelves, window sills, door frames, picture and artwork frames, molding and counters. Spot clean desk tops.
2. Empty cigarette butt traps outside building entrances.
3. Clean microwave ovens once a week.
4. Clean exterior building glass – once in March and once in October.
5. Clean interior glass once a year (March-May time period).
6. Clean and remove marks from metalwork anywhere in building, including, but not limited to, nameplates, trim, push bars, and handles (weekly).
7. Dust the tops of all office partitions.
8. Clean and sanitize telephones.
9. Vacuum under chair carpet protectors and clean, as needed (visible dirt or stains).

10. Using a tank vacuum or pack, vacuum all edges and corners (monthly).
11. Vacuum edge of all carpets at the wall (monthly). Carpet areas against the walls but under office cubicle furniture shall be vacuumed on this same schedule. It is the intent of this performance standard to make sure all carpet not vacuumed during routine cleaning, and if accessible, is vacuumed a minimum of 12 times per year.
12. Damp clean base moldings (once a year).
13. Remove black marks and scuffs from floors.
14. Machine scrub all restroom floors using a detergent (three times a year-Jan., May, Oct.).
15. Remove dust and cobwebs from ceiling areas.
16. Clean, in the appropriate manner (vacuum or wash), all window blinds (once a year).
17. Dust or vacuum and spot clean all supply and return air grilles and diffusers, high or low, to remove all visible dust and dirt and fingerprints.
18. All hard floors in areas designated to be cleaned, whether concrete or linoleum, shall be cleaned and waxed quarterly.
19. Lamps – change all florescent and incandescent lamps/bulbs in all interior building fixtures at least once annually. Change lamps/bulbs when needed if lamp is not functioning. Inform Public Works Maintenance Supervisor if changing lamp/bulb did not remedy the problem.
20. Clean with the appropriate cleaner all stairwell handrails.

GENERAL OBLIGATIONS

The following general obligations are in effect for each employee working on City facilities Janitorial Service Contract(s) and shall be enforced at all times while on City Property:

1. When at City facilities, Janitorial Service Contractor employees will park their private vehicles in the main parking lot only. No private vehicles will be allowed in any other areas.
2. All employees will remain in the designated work area during work shift, with the exception of using the restroom or for designated breaks. At those times employees may be in designated restroom/break areas but are not allowed to roam the City property.
3. The Contractor and its employees shall not use the City's telephone or equipment, or eat or remove food and beverages from City refrigerators, cabinets, or lockers.
4. City facilities are "off limits" to all unauthorized personnel. There will be no unauthorized visits by friends, family, or other people during work shift hours. Authorization must be in writing and come from the Public Works Maintenance Supervisor.
5. Contractor shall insure that the janitor's closets are kept clean and orderly. Vacuum, mop buckets, etc. shall be returned to closets when not in use. Contractor's employees shall use only designated closets and areas for storage of equipment and supplies.
6. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.

7. When finished cleaning, all items that were moved for cleaning must be returned to their approximate original positions and, if the item was restrained, refastened or prevented from moving.
8. Baseboards, walls, furniture and equipment shall in no way be splashed, disfigured or damaged during cleaning operations.
9. The Contractor shall practice energy conservation by keeping windows and exterior doors closed (do not prop open). Water from sinks is not allowed to run continuously.
10. Contractor's employees shall not operate or adjust the settings of any of the heating, ventilating, or air conditioning systems in any of the facilities without written authorization of the City.
11. Contractor's employees shall report any damaged or broken plumbing, glass or windows, light fixtures, furniture, lavatory fixtures, toilet stoppages, any security violations, vandalism, hazardous conditions, problems with heating and ventilating equipment, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction to the Public Works Maintenance Supervisor or designee within 24 hours of detection or observation.
12. Contractor employees will be expected to maintain appropriate personal hygiene. Strong body odor will not be acceptable, nor will heavy use of men's or women's fragrances.