

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

Finance and Business Operations Division  
Procurement and Contract Services Section  
Department of Executive Services

CNK-ES-0340  
3rd Floor  
401 5th Avenue  
Seattle, WA 98104

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:

KAYLA'S INC  
PO BOX 28746  
SEATTLE, WA 98118

SHIP TO

KC DEPARTMENT OF EXEC SERVICES  
PROCUREMENT-GOODS & SERVICES  
401 5TH AVE, CNK-ES0340  
SEATTLE, WA 98104  
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES  
ACCOUNTS PAYABLE, 3RD FLOOR  
401 5TH AVE, CNK-ES0320  
SEATTLE, WA 98104  
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
523267	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
20-SEP-11	P Price	
DATE OF REVISION	BUYER	

CUSTOMER ACCT#	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	27741	Net30days	Paid	Destination	UPS

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 725-4081	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	PROVIDE DAILY, WEEKLY, QUARTERLY AND YEARLY JANITORIAL SERVICES AT THE LAKE CITY DENTAL CLINIC AS REQUESTED BY AUTHORIZED PUBLIC HEALTH PERSONNEL DURING THE PERIOD OF NOVEMBER 1, 2011 THROUGH OCTOBER 31, 2016 IN ACCORDING WITH KC ITB# 1157-11-PAP AND THE RESPONDING BID OF KAYLA'S, ATTACHED AND FORMING A PART OF THIS CONTRACT. *** ESTIMATED YEARLY AMOUNT IS \$8,000.  Purchase Agreement Effective From: 01-NOV-11 To: 31-OCT-16						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>  Authorized signature
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King County 9/22/2011 3:53:27 PM PAGE 2/003 Fax Server

**PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

**Compliance:** By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Inspections:** By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Cancellation:** The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

**Invoices:** Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

**Shipping Instructions:** All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

**Warranty:** The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

**Certification Regarding Debarment, Suspension and Other Responsibility**

**Matters:** By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

Original



King County

Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-263-9400 TTY Relay: 711

# Invitation to Bid

ADVERTISED DATE: JULY 21, 2011

Invitation to Bid (ITB) Title: Janitorial Services at Dental Clinic in Seattle

ITB Number: 1157-11-PAP

Due Date: August 25, 2011 at 2:00 PM Pacific time

Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

Alternative Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov 263-9305

### Term Service Requirement

Furnish Professional Janitorial Services as requested by King County Public Health personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 6,650.00

#### PRE-BID CONFERENCE

Date: August 2, 2011

Time: 10:30 AM

Location: 12359 Lake City Way  
Seattle, WA 98125

Sealed Bids are hereby solicited and will **only** be received by:  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Avenue  
Seattle, WA 98104  
Office Hours: 8:00 a.m. – 5:00 p.m.  
Monday - Friday

#### BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered \_\_\_\_\_ to \_\_\_\_\_ have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

KAYLA'S INC.

Address

P.O. Box 28746

City/State /Postal Code

Seattle, WA 98118

Signature

Delores Grace

Print name and title

DELORES GRACE - President

Email

DGRACE509@Comcast.net

Phone

206725-4081

Fax

206772-8868

SCS/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

## **SECTION 1 Instruction To Bidders**

### **1.1 Introduction**

The purpose of this Invitation to Bid is to establish a contract with one company to provide Professional Janitorial services for the North Seattle Lake City Dental Clinic. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

### **1.2 Bid Submittal Procedure**

The **original and one (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

### **1.3 Electronic Commerce and Correspondence**

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement> Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

#### **1.4 Alterations to Document**

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

#### **1.5 Late Bids**

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

#### **1.6 Cancellation of ITB or Postponement of Bid Opening**

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

#### **1.7 Addenda**

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

#### **1.8 Questions and Interpretation of the ITB**

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

**Days**, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

#### **1.9 Examination of Bid Documents**

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

**1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date**

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

**1.11 Bid Withdrawal After Public Opening**

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

**1.12 Cost of Bid and Samples**

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

**1.13 Collusion**

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

**1.14 Bid Effective Date**

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

**1.15 Bid Price and Tax**

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1.16 Protest Procedures**

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers.web page.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

### **2.2 Responsive and Responsible**

#### **Responsive**

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

#### **Responsible**

In determining the responsibility of the bidder, the County may consider:

the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award);

the character, integrity, reputation, judgment and efficiency;

financial resources to perform the Contract properly and within the times specified;

the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;

compliance with federal, state and local laws and ordinances relating to public contracts;

other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

### **2.3 Financial Resources and Auditing**

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

## **2.4 King County Contracting Opportunities Program**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/BDCC> or contacting the Program office at 206-205- 3443.

## **2.5 Forms Required Before Contract Award**

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

Equal Benefit Worksheet and Declaration Form

Internal Revenue Service Form W-9 \*

**Certificate of Insurance and Endorsement \*** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

\*If not on file with the County

## **2.6 Rejection of Bids**

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

## **2.7 Single Bid Receipt**

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

## **2.8 Public Disclosure of Bids**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such

portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

## **SECTION 3 Standard Contractual Terms and Conditions**

### **3.1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

### **3.2 Contract Amendments**

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

Approval of replacements for discontinued items,

Add items of like function, or similar in nature or purpose to the originally listed products

The provision of ancillary services in response to minor changes in County needs

Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

### **3.3 Invoices and Payment**

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods Or Services**

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

### **3.5 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

#### **B. Termination for Default**

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

**3.7 Force Majeure**

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

**3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from

their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

### **3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **3.10 Indemnification and Hold Harmless**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

### **3.12 Conflicts of Interest and Non-Competitive Practices**

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.13 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted

after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10<sup>th</sup>) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manger. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each

County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **3.15 Other Public Agency Orders**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.16 Environmental Purchasing Policy**

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

### **3.17 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

### **3.18 Patents and Royalties**

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

### **3.19 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

### **3.20 Nondiscrimination and Equal Employment Opportunity**

A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

- B. **Equal Employment Opportunity Efforts** - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. **Equal Benefits To Employees With Domestic Partners** - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

- D. **Nondiscrimination in Subcontracting Practices** - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. **Compliance with Laws and Regulations** - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. **Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities**. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's

Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>

- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

### **3.21 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.22 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

### **3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.24 Incorporation of Documents**

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County

shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

## **SECTION 4 Specific Contractual Terms & Conditions**

### **4.1 Contract Value**

The estimated annual value of this contract is approximately \$15,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

The term of this Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### **4.3 Contract Administrative Fee**

This contract is subject to an Administrative Fee (Fee), of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31<sup>st</sup> and January 31<sup>st</sup> of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

### **4.4 Price Revisions**

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

#### **4.5 Warranty**

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

#### **4.6 Warranty Remedies**

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

#### **4.7 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

#### **4.8 Health Insurance Portability and Accountability Act (HIPAA)**

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

#### **4.9 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)**

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required **provision**.

#### **4.10 Independent Status of Contractor**

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

#### **4.11 Non-Disclosure Obligation**

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

#### **4.12 Prohibition on Asbestos-Containing Products**

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

#### **4.13 Insurance Requirements**

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

Except for Workers Compensation, the county, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

#### **4.14 Janitorial Service Bond**

Prior to the award of a contract, the Contractor is required to furnish a copy of their Janitorial Service Bond (Employment Dishonesty) in the amount of \$25,000 minimum. This bond will be in full force and effect throughout the life of this contract and subsequent renewals if any. This bond should provide that it shall not be canceled, materially changed or renewed without thirty (30) days prior notice thereof to the County. The County may, at its option, revise or delete this requirement at any time during the contract.

#### **4.15 Prevailing Wages**

King County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of L&I (L&I) are obtainable from the L&I website address:
- B. <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- C. This project is located in King and/or Snohomish County; therefore, the King and/or Snohomish County wage rates must be used.
- D. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.
- E. A copy of the applicable prevailing wage rates are also available for viewing at the County's Procurement offices located at 401 Fifth Avenue, Third Floor, Seattle, WA 98104-1818. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

## **SECTION 5 Technical Specifications**

### **5.1 Introduction of Specifications**

The intent of this Invitation to Bid is for King County Public Health to obtain the services of a qualified Contractor to provide Janitorial services at its Dental Clinic in Seattle for five (5) years.

The ultimate responsibility of the Contractor is to provide a Facility that is uniformly clean, hygienic, orderly, attractive, which will reflect favorably upon the County and Contractor. Variances in user traffic, weather conditions, and other uncontrollable and unpredictable factors will determine the actual service requirements necessary to maintain County standards. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies and equipment, for performance of the projected work, such as cleaning floors, carpets, counters, toilets, urinals, windows, walls, doors, restrooms, showers, dental operatories, emptying waste and recycling containers, and dusting. Routine cleaning service is done daily and non-routine services are performed on a weekly, monthly, quarterly, and annual basis. The County is responsible for cleaning patient equipment, and all bio hazardous waste.

Services for this contract will be performed at:

North Seattle Lake City Dental Clinic  
12359 Lake City Way  
Seattle, WA 98125

### **5.2 Building Information**

- A. Building size is approximately 3,100 square feet, single story with three (3) entrances.
- B. Floor covering includes approximately 500 square feet of carpet and 2,600 square feet of sheet vinyl/ceramic tile.
- C. Building includes a front office area, procedure room, break room, patient entrance/waiting room, four (4) dental operatories, three (3) administrative offices, medical records room, laboratory, and pano (X-ray) room.
- D. Restrooms include: one (1) public restroom with a toilet, urinal, and sink, and one (1) staff restroom with a toilet, two urinals, and a sink.
- E. Floor plan is provided as Attachment A.
- F. This information is not intended to be a substitute for site inspection and verification of scope and difficulty of work to be performed.

### **5.3 General Requirements**

- A. Contractor must be an established business with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform work as specified in this document. Contractor shall maintain compliance with these requirements throughout the life of the awarded contract.
- B. Contractor must demonstrate they have been in business providing similar services for at least the last three (3) years. At least one (1) year within the past three (3) years shall have been providing similar experience working in and cleaning a Dental Clinic or Medical Clinic or facility.

- C. Contractor shall designate a supervisor or lead person as a single point of contact. The Contractor's single point of contact shall be the main person responsible for communicating directly with the County's Project Manager concerning questions and concerns about performance of this service and contract.

Contractor shall provide, at no cost to the County, a reliable contact phone number and/or message number where Contractor can be reached during normal operating hours.

- D. The Facility shall be fully staffed on the first day of work under this contract. During the first week of the contract (minimum 5 - maximum 7 working days), Contractor shall provide the necessary on-site supervision with personnel who are part of the regular, on-site cleaning staff. The supervisor will be responsible to make sure all Contractor staff assigned to this building are fully trained on the daily building requirements and provide a quality check to assure all items are performed per contract specifications. All personnel shall receive close and continuing first-line supervision by the Contractor during this period. The Contractor is responsible for assuring that its employees working under this contract understand the contents of these specifications and perform per the specifications.

During the first three (3) months of the Contract, the Contractor shall meet on-site with the Project Manager as necessary for the purpose of discussing performance. The meetings shall be documented in writing. It is the responsibility of the Contractor to state in writing any disagreement with the written documentation.

For planned and unplanned absences, the Contractor shall be responsible to ensure any back-up staff assigned to this building have received the same training as described above.

After the first three (3) months of the Contract, or at the request of the Project Manager, the Contractor shall meet with Project Manager for the purpose of discussing performance. The Contractor may also request meetings to discuss their performance.

- E. Employees employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The bidder shall include with their bid sufficient documentation to demonstrate adequate training has been provided to employees assigned to this contract. Bidder shall submit statement outlining their training program and method of verifying employee competency. Failure to do so may be cause for rejection of the bid. The use of employees who are not adequately trained may be sufficient grounds for termination of the Contract. Emphasis should be placed on the HIPAA requirements as stated in Section 5.5 (D).
- F. Identification (ID) badges shall be furnished by the Contractor and worn by all Contractors employees while on County premises. The badges shall have the employee's picture, name, and signature. In lieu of ID badges, Contractor's employees shall have government issued photo identification with them while on-site. Examples include but are not limited too; driver's license, identification card, work permit and ID or current passport.
- G. Contractor's employees shall only smoke outside of building in approved areas and shall only eat and drink in the Employee Lounge.
- H. Contractor's employees shall be employees of the Contractor; day laborers, paid or unpaid, are not acceptable. At no time shall Contractor employees allow any people into the building other than bona fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc. to be on the grounds or parking lot of the building during working hours, other than to pick-up or drop-off an employee.

- I. Contractor's employees shall be neat and clean in appearance and clothing shall not be exceptionally dirty, stained, or torn.
- J. The Contractor's single point of contact shall immediately notify the County's Project Manager of any accidents or injuries that occur on County premises.
- K. Contractor's employees shall not use or possess: firearms, explosives, alcohol, or illegal drugs on County property.
- L. Contractor's employees shall not use telephones, coffee machines, copiers, printers, or any other County equipment or supplies without prior written permission of the County Project Manger. Telephones can be used without permission to report an emergency or call 911.
- M. Contractor's employees can use vending machines.
- N. Contractor's employees shall not, at any time, open drawers or cabinets, unless necessary to empty waste receptacles. Items left on desks shall not be disturbed.
- O. The Contractor is responsible for all damage caused by Contractors employees. The Contractor's point of contact shall notify the County Project Manager immediately of damage.
- P. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the County Project Manager. Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Project Manager. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative. All exterior doors and windows shall remain locked and no doors shall be propped open at any time.
- Q. This facility has a security alarm system. The County will provide the Contractor with written alarm system procedures and provide training. The Contractor is required to comply with alarm procedures. Failure to comply with the proper procedure will cause the security system to alert the Police and will result in a false alarm. If any false alarm fees are imposed on the County for which the Contractor is responsible for the Contractor shall be liable to pay these fees. If repeated false alarm responses result in suspension of police response to the facility, the Contractor shall be responsible for meeting any requirements imposed by the local governmental jurisdiction to reinstate police response.
- R. The Contractor's employees shall systematically proceed with work through the building, turning off lighting and securing an area as it is serviced. Contractor's employees shall turn off all lights when services are complete.
- S. Contractor's point of contact shall immediately notify the County's Project Manager of any problems or issues with the building. To include but not limited to: power outages, broken windows/doors, water leaks, security system problems, broken fixtures, and toilet or sink stoppages that can't be resolved with a plunger.
- T. Contractor's employees shall wear protective gear appropriate to the task being performed. Minimum standards are specified per OSHA/WISHA requirements. Protective gear includes but is not limited to: Eye protection with splash guards, face mask, gloves, and sturdy shoes with solid soles.

#### 5.4 Work Schedule

- A. Routine nighttime Janitorial services shall be performed Monday through Friday between 7:00 PM and 7:00 AM excluding King County observed Holidays. Periodic and special cleaning must also be done during this time, or other times by permission of the Project Manager. Any work outside these times requires prior written approval from the Project Manager.
- B. County Observed Holidays:
  - New Year's Day (January 1<sup>st</sup>)
  - Martin Luther King Day (3<sup>rd</sup> Monday in January)
  - Presidents Day (3<sup>rd</sup> Monday in February)
  - Memorial Day (Last Monday in May)
  - Independence Day (July 4<sup>th</sup>)
  - Labor Day (1<sup>st</sup> Monday in September)
  - Thanksgiving Holiday (4<sup>th</sup> Thursday in November and the following Friday)
  - Christmas Day (December 25<sup>th</sup>).
- C. The County requires that the Contractor's employees perform daily services at approximately the same time every night. Prior to the first day of work under this contract, the Contractor shall notify the Project Manager of the work schedule. Contractor's employees are not allowed in the building before scheduled work start times, unless prior arrangements have been made with the County to perform duties at other than the prescribed hours. This service will be performed only at the County's convenience. Services not performed because of bad weather will be performed the following workday unless otherwise requested. Contractor's point of contact shall notify the County's Project Manager immediately if Contractor's employees are unable to perform services or access the facility for any reason.
- D. The Contractor should anticipate that, on occasion, certain areas of the Facility may be occupied after 7:00 PM and not all cleaning service may be performed. In this event, the Contractor should be able to work with County staff on where work can be performed so as not to disturb staff.

#### 5.5 Mandatory Qualifications for Contractor's Personnel

All of the requirements in section 5.5 are mandatory. Proof of the Contractor and their employees meeting these requirements shall be submitted upon request by the County's Project Manager and prior to coming on-site.

Contractors are encouraged to read these requirements closely and consider the costs involved when submitting bid pricing. It is the Contractors responsibility to pay for and meet all requirements in Section 5.5.

##### A: List of Contractors Employees

Contractor shall provide the Project Manager with a list of all employees that will perform work at the facility at least forty-eight (48) hours in advance of beginning work under the Contract. A copy of a driver's license, work permit containing a photo ID or other valid photo ID shall be submitted.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this

Contract. The Contractor should have enough qualified staff, who has been previously submitted to the County, so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these times may be cause for termination of the Contract.

**B. Criminal History Background Checks**

Public Health requires a criminal history records check for all permanent and temporary personnel working at a Public Health facility. The contractor must run a criminal background check on all staff provided to Public Health. The Contractor shall notify Public Health Human Resources of any contract worker with a criminal history that includes a felony conviction any time in the previous seven years. No placement of a person with such a conviction will be assigned to work at a Public Health site without the approval of the Human Resource Delivery Manager II at 206-263-8682.

Any person who will be working with children or vulnerable populations must have no criminal record according to the Washington State Patrol Identification and Criminal History Section pursuant to RCW 43.43.830-43.43.840 under the Provision of Information under Child/Adult Abuse information Act.

The Contractor shall provide proof of criminal records checks upon request.

King County reserves the right to conduct an additional background check at their sole discretion.

Public Health, Seattle and King County reserves the right to reject any contract worker based upon a criminal history.

**C. Health Insurance Portability & Accountability Act (HIPAA) Training**

To comply with Federal HIPAA regulations, the Contractor shall ensure all employees have completed HIPAA Basic Awareness Training. Training shall be completed prior to coming on-site and proof of training shall be submitted upon request by the County's Project Manager. Information can be found at the Federal Office of Civil Rights here: <http://www.hhs.gov/ocr/privacy/> and <http://www.hhs.gov/ocr/privacy/hipaa/understanding/training/index.html>

**D. Infection Control Plan**

The Contractor shall have in place an Infection Control Plan detailing how control is maintained and how incidents are to be reported and handled.

**E. Contractors Personnel Immunization Records**

The Contractor shall maintain individual immunization records documenting immunity to: Hepatitis B, Measles, Mumps, Rubella, and annual TB surveillance, of each employee that is hired to work at this facility.

**F. Workforce Confidentiality Agreement**

All Contractors employees shall be given and sign the Workforce Confidentiality Agreement. It's attached as Attachment B for review.

**G. Blood borne Pathogens and Biological Agent Exposure Training**

Janitorial Personnel in clinical settings are at an increased risk of occupational exposure as stated in Washington Administrative Code (WAC) 296-823 (Blood borne Pathogens) and WAC 296-800-11045 (Biological Agents). These WAC's require training of

occupational risk, biohazard and waste management, personal protective equipment, and engineering controls. The Contractor shall train all employees that are scheduled to work in this facility prior to their 1<sup>st</sup> shift of work. This training shall be done annually and documented by the Contractor.

- H. The Contractor must have at least one person on-site during cleaning hours that is literate and fluent in English language, due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel and also be capable of communicating fully with Contractor's employees in the event they do not speak English. The County's Project Manager will be the sole judge of the communication level.

## **5.6 Supplies and Cleaning Products**

The following items are supplied by the County and stocked in a Janitorial closet. These items shall be used for the restocking and cleaning of this facility only. When stock is getting low, the Contractor's employees shall make a note on the daily checklist detailing what is needed. The Janitorial closet shall be kept clean and organized.

### **A. Supplies Provided by the County**

Paper towels, toilet paper, paper seat covers, waste can liners, hand soap for dispensers, Discide germicidal disposable cloths for cleaning.

### **B. Cleaning Products Provided by the County**

The County provides cleaning products and chemicals that are approved for use. The Contractor must obtain written permission in advance of using other products. Provided products includes: Glance glass cleaner, Alpha HP multi surface cleaner (Alpha HP), Virex II germicidal cleaner (Virex II), Discide disposable cloths for cleaning, and Raindance Neutral floor cleaner.

- C. All other necessary supplies, gloves, equipment, implements, machinery etc. needed to perform janitorial services are provided by the Contractor. The County provides space in the Janitorial closet for storage of the Contractor's equipment.

## **5.7 Cleaning Items Not Allowed**

- A. Feather dusters, natural or man-made sponges, or paper towels.
- B. Abrasive scrubbing pads shall only be used on appropriate surfaces.
- C. Discide clean wiping clothes shall be used for all surfaces other than floors.
- D. Any cleaning products/chemicals not supplied by the County must be approved in writing in advance prior to using. Requests for alternative products shall be sent to the Project Manager and include copies of the Material Safety Data Sheets (MSDS).

## **5.8 Cleaning Specifically Prohibited**

Contractor's personnel shall not clean or handle sharps containers, regulated BBP waste, lab specimens, and items red bagged or labeled as biohazard.

## **5.9 Daily, Monthly, Quarterly, and Annual Checklists**

- A. The County will provide a checklist that reflects all the services to be provided. Checklists will be in a 3 ring binder stored in the Janitorial closet.

- B. The Contractor's on-site Employees are required to for each work day, identify themselves by entering their name, starting time, and when leaving, ending time.
- C. High priority, emergency, or ongoing unresolved issues shall be communicated as described in Section 5.16. Communication of these items using the checklist is not acceptable.

#### **5.10 Cleaning Methods**

The County specifies the following cleaning techniques and methods

- A. **Vacuuming:** Carpets shall be vacuumed using a machine with a high performance HEPA filter capable of trapping 99.97% of all airborne particles larger than 0.3 microns. Carpets shall be vacuumed; spot cleaned to remove accumulations of dust, dirt, stains and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times, free from spots, stains, chewing gum, tar, grease, debris and loose carpet strands. Any tears, rips, burns, or indelible stains shall be reported for repairs or replace to the Project Manager. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishing with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall be vacuumed and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners, and along edges.
- B. **Spot Cleaning:** All gum, tar, and other soils shall be removed from carpet and floors as soon as they are discovered. Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.
- C. Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water-marks, etc. Indelible stains, which cannot be removed by spotting and shampooing procedures, shall be reported to the Project Manager. Water leaks or beverage spills shall be cleaned up as soon as they are discovered.
- D. Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish.
- E. **Shampooing:** This procedure shall be used according to the schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of a truck mounted steam or hot water extraction method to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Carpets, which have been shampooed, shall present a uniformly clean appearance with no evidence of surface spoilage or spotting, the pile shall stand erect and the color shall be bright. Contractor shall give the County at least seventy-two (72) hours notice prior to shampooing carpets. Signs must be posted at least forty eight (48) hours prior to the scheduled work.
- F. **Sweeping/Dust Mopping:** Floors shall be swept or dust mopped to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished

- floors. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including corners, expansion joints, and other places accessible to the broom or dust mop.
- G. Mopping: Floors shall be damp or wet mopped to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.
  - H. Surface Cleaning: Unless requested, objects (books, papers, files, etc.) on desk tops, filing cabinets, etc, should not be moved to accomplish cleaning. Surfaces shall be cleaned for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. As a matter of good housekeeping practice, this should be performed on a continuing basis. Surfaces shall present a uniformly clean appearance.
  - I. Dusting: Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Appropriate cleaning agents, polishes, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust clothes are used, there shall be no oil streaks left on the surface. Again, desk tops are not to be disturbed.
  - J. Damp Wiping: Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damped wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears, etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.
  - K. Toilets, urinals, mop sinks, shower enclosures, and other vitreous china fixtures shall be cleaned and disinfected with Alpha HP.
  - L. Stainless Steel Sinks & Fixtures shall be cleaned with Alpha HP or Virex II.
  - M. Mirrors, glass, chart holders, signs, and Plexiglas shall be cleaned with Gance glass cleaner.
  - N. Countertops, vinyl upholstery, and impermeable furniture finishes are cleaned with Alpha HP or Virex II.
  - O. Sheet Vinyl & Ceramic Tile floors: Floors shall be first vacuumed or dust mopped with a clean mop head, followed by a damp mopping with Alpha HP.
  - P. 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.
  - Q. Stripping and Refinishing: Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discolorations and stains. After thorough rinsing, floors shall be ready for

application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Flooding of floors with stripping solution or rise water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Floors shall be clean and free from scuffmarks, stains, rust, dirt, gum, tar, old finish, etc., before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. Dry stripping procedures shall not be used within the facilities. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity. Floors shall be protected with a multi-layer protection system that consists of wear coats and a base coat. The current approved product is Butchers G-force floor stripper #73 and Butchers G-force floor finish. No other products shall be used without prior written approval of the County's Project Manager.

- R. **Hard Surface Cleaning:** All hard surfaces (showers, drinking fountains, cabinets, microwaves, lobby furniture/seating, etc.) shall be cleaned and disinfected with Alpha HP. Areas shall be free from trash and debris, dirt, fingerprints, smudges, streaks, spots, and stains. Wall areas around fountains shall be free from water spots and streaks.

#### **5.11 Daily Janitorial Services**

The following are performed one (1) time daily. These services are provided five (5) days a week, Monday through Friday, excluding King County observed Holidays.

A. Receptacles:

1. All trash shall be removed and collected at the designated dumpster sites. All trash receptacles shall be emptied and be replaced with clean plastic liners nightly. Liners in office areas shall be changed weekly unless torn or soiled.
2. Receptacles shall be kept clean and odor free. The Project Manager shall be notified when a trash receptacle requires repair or replacement.
3. All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed. Staff is trained specifically on disposal of items near and around trash receptacles. NOTE: Items/materials near or around trash cans shall not be considered trash if they are not marked as trash. Any questionable item shall be verified before removal.
4. The area surrounding the dumpster sites up to ten (10) feet shall be kept clean and orderly and free of debris. Trash shall not be allowed to blow around grounds. Spills resulting from the collection process shall be promptly cleaned.
5. Confidential shred bins are not serviced by the Contractor.

- B. Recycling: Facility staff use a blue bin in the Kitchen to collect glass/paper/plastic for recycling. This bin shall be emptied every night into an outside recycling dumpster. All boxes shall be broken down and disposed of in outside recycling dumpster.

- C. Dispenser Servicing: All dispensers, including soap and paper products shall be serviced according to schedule and as frequently as necessary to assure sufficiency of supplies and hygienic condition. Dispensers shall be stocked with adequate quantities to ensure sufficiency between cleaning and/or servicing. Extra supplies shall be left when necessary to assure sufficiency between cleanings and servicing.

- D. Floors: Spot clean, spot mop and spot vacuum any item in all areas of the building as needed. The Contractor is required to clean same day any visible issue even when it's usually done weekly. It's important to maintain a clean and sanitary facility.
- E. Restrooms: Clean and disinfect all toilets, urinals, showers, diaper changing stations inside and out, both sides of toilet seats, chrome flushometers, waste receptacles, sinks, drains, faucets, counters, and bathroom floors every day. Restrooms floors shall be cleaned and disinfected by damp mop every day.
- F. Operatories: Floors shall be mopped and countertops and sinks shall be cleaned and disinfected.
- G. Ash Tray and Urns: All ashtrays and Urns shall be emptied and cleaned. Urns containing sand or other extinguishing material shall have such material replaced when soiled or wet. Ash trays and Urns are located outside of building.
- H. Employee Lounge (break room): Clean and disinfect sinks, drains, faucets, counter tops, and wet mop floors. Table and chairs shall be arranged neatly after cleaning the floors.
- I. Waiting Room/Public Areas: Clean and disinfect drinking fountains, waste receptacles, and public phones. Put magazines, tables, chairs, and toys into an orderly manner. Sweep and wet mop lobby floor and entrance area, and vacuum lobby carpet and walk-off mats.
- J. Office Furniture: Arrange all tables, chairs, and office furniture as required after cleaning to be ready for the next day.

#### 5.12 Weekly Janitorial Services

The following are performed one (1) time a week.

- A. Recycling: Empty recycling paper boxes found at work stations into outside recycling dumpster.
- B. Dusting: Dust all horizontal surfaces including but not limited to: high vents, lights, partitions, pictures, pipes, signs, vending machines, exposed TV and computer monitors, windowsills, office furniture, file cabinets, storage cabinets, and chair rungs and bases. Spot clean if needed.
- C. Surface Cleaning: Clean doors, walls, light switches, and exposed surfaces of desks, tables, and workstations. Clean all hard surface furniture, seating, and chairs throughout building
- D. Hard Surface Floors: Dust mop and wet mop all hard surface floors.
- E. Vacuum: Power vacuum all carpeted areas and vacuum all cloth furniture including under cushions.
- F. Showers: Sanitize all surfaces, benches, and chrome from top to bottom.
- G. Restroom Floor Drains: Flush all floor drains in restrooms with one (1) quart of water.
- H. Microwave: Clean microwave inside and out.
- I. Interior Glass: Clean all building interior glass including mirrors and light fixtures.
- J. Employee Lounge (break room): Clean faces and sides of cabinets, refrigerator exterior including condensation pan, and stove including stove top, controls, and exhaust hood.
- K. Drinking Fountain/Telephones: Clean all drinking fountains and telephones.

### **5.13 Monthly Janitorial Services**

The following are performed one (1) time a month.

- A. Window Blinds: Dust all window blinds.
- B. Dental Patient Chairs: Clean the base of the dental patient chairs including electrical box at the foot of each chair.

### **5.14 Quarterly Janitorial Services**

The following are performed quarterly, four (4) times a year and every three (3) months.

- A. Carpet Cleaning: Carpets are cleaned as stated in Section 5.10.E. Work shall be scheduled for a Friday evening to allow for adequate dry time.
- B. Sheet Vinyl and Ceramic Floors: Floor wear coat shall be scrubbed and re-coated with 3 new coats.
- C. Exterior Windows: Wash all exterior windows using a squeegee.
- D. Dusting: All walls and ceilings shall be dusted for cobwebs and dirt.
- E. Sterilization Room: Mop under the refrigerator.

### **5.15 Yearly/Annual Janitorial Services**

The following are performed annually, one (1) time a year.

- A. Sheet Vinyl and Ceramic Floors: Floor base coat shall be stripped and replaced on all sheet vinyl and ceramic tile floors.
- B. Exhaust grilles for the air handling system shall be cleaned with clean cloths.
- C. Painted or hard walls adjacent to grilles shall be cleaned with clean cloths.
- D. Interior Windows: Cleaning all Interior windows.
- E. Window Coverings: Vacuum window coverings, blinds, and/or drapes.
- F. Rooms: Sweep all store rooms, mechanical rooms, and electrical rooms.

### **5.16 The Contractor / County Communication & Problem Resolution**

To allow for clear and consistence communications, any immediate communications and/or problem resolution required shall be done directly between the Contractor's single point of contact and the County's Project Manager. The Contractor's employees and the County's other employees shall not seek to resolve performance issues.

All performance issues shall be resolved by direct communications as described above. If agreed to by both the Contractor and County, communication can take place in person, over the telephone or via email. Each issue discussed by both parties and a resolution established, shall be summarized and documented in writing and provided to each party for review and comments.

### **5.17 Consequence of Contractor's Failure to Perform Required Service**

Contractor's failure to perform under the terms specified in this document may result in a reduction in the monthly payment due the Contractor or termination of the Contract. The types of reductions described below may, at the County's option, be imposed after written notification to the Contractor of any deficiencies and failure to provide remedies.

Immediate response requires the Contractor to report to the site by 10:00 a.m. to correct any deficiencies from the previous night. The deficiencies shall be of such nature as to warrant immediate correction or the use and enjoyment of the facility will be negatively affected. Deficiencies requiring immediate response are usually gross in nature, like an entire bathroom not being cleaned, but can be relatively minor if they adversely affect the occupants. For example, a bathroom had no hand towels at the start of business. Should the Contractor fail to respond as required to make corrections, the County may deduct a portion of payment for one day depending on the nature of the infraction.

After the first week of contract performance, demerits are assessed for each item missed on the cleaning schedule that does not require an immediate response. Periodically, A County employee will inspect before the start of business and note any deficiencies on a written checklist. The list will be left in a designated location in the janitorial closet and the Contractor will be called and asked to make corrections based on the list. Failure to make corrections before the next inspection will result in the Contractor being assessed one (1) demerit per each item left uncorrected. The accumulation of ten (10) but less than twenty (20) demerits in one (1) calendar month may result in the Contractor being assessed a \$100 reduction to be deducted from the monthly payment. More than twenty (20) demerits in one (1) calendar month may result in a \$500 reduction and possible termination of the Contract.

**SECTION 6 Bid Response**

**6.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

**6.2 Important dates**

ITB is advertised:	July 21, 2011
Pre-bid site visit date:	August 2, 2011 at 2:00 PM
Questions due:	August 18, 2011 at 2:00 PM
ITB due date:	August 25, 2011 at 2:00 PM

**6.3 Pre-Bid Site Visit**

It is highly recommended that interested Contractors attend the Pre-Bid site visit. This will allow Contractors to see the facility and ask questions. Date/time/address is listed page one (1) of the ITB.

**6.4 Contractors Single Point of Contact**

The County requires the Contractor to have a single point of contact. This designated person will communicate directly with the County's Project manager. The point of contact is:

Name (print): DeJores Grace	Job title or role: CEO
Phone: 206-725-4081	Email (required): DGrace509@Comcast.net

**6.5 Prompt Pay Discount**

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 0 % - \_\_\_\_\_ Days, Net \_\_

If no discount is offered then the Counties standard payment terms are Net 30 Days

**6.6 Pricing**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. The County asks for a monthly, quarterly, and yearly bid price to provide all Janitorial services. The awarded Contractor will submit an invoice every month. No additional charges are allowed unless prior written approval is obtained from the County's Project Manager.

Item #	Unit of Measure	Description of Janitorial Services	Quantity	Unit Price	Extended Price
1	Month	All daily, weekly and monthly services detailed in Section 5.11, 5.12, & 5.13.	12	\$450.00	\$5,400.00
2	Quarter	Quarterly services in Section 5.14.	4	250.00	\$1,000.00
3	Year	Yearly services in Section 5.15.	1	\$250.00	250.00
		Add items 1 – 3 and input this total onto page one (1).		Total	\$6,650.00

### 6.7 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: City of Seattle  
Company Address: 700 5<sup>th</sup> Ave  
Company Phone: 206-684-5077  
Contact Person: Terri Maringer-Franks  
Dates: 1998 - present

Company Name: City of Seattle Public Utilities  
Company Address: 700 5<sup>th</sup> Ave #4112  
Company Phone: 206-684-0456  
Contact Person: SARA Schutt  
Dates: 1998 - present

Company Name: Seattle Dental Clinic  
Company Address: 12359 LK City Way NE  
Company Phone: 206-205-8580  
Contact Person: Maria Dela Pena  
Dates: 2008

Company Name: Seattle Public Utilities  
Company Address: 700 5<sup>th</sup> Ave  
Company Phone: 206-684-7552  
Contact Person: Sfany Frazier  
Dates: 2000 - present