

**Bainbridge Island Metropolitan Park & Recreation District  
Contracted Custodial Services 2022  
BID #30-2022**

**April 13, 2022**

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**Project Manager: Michael Omans**

[MichaelO@biparks.org](mailto:MichaelO@biparks.org)

206-565-5675

**MANDATORY PRE-BID SITE TOUR**

**April 27<sup>th</sup>, 2022**

9:00AM

First Site: Strawberry Hill Art Center

7666 NE High School Rd., Bainbridge Island, WA 98110

(Proceed to other sites after)

**BIDS DUE**

**May 2<sup>nd</sup> , 2022**

12:00 pm

Email: [amy@biparks.org](mailto:amy@biparks.org)

Mail or Drop Off: 11700 Meadowmeer Circle NE

Bainbridge Island, WA 98110

Bid documents may be viewed at [www.biparks.org/doing-business](http://www.biparks.org/doing-business).

Questions may be directed to Mike Omans, Project Manager.

Contact Information listed above.

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**Custodial Services Invitations for Bid**

Bainbridge Island Metropolitan Park & Recreation District (hereinafter, BIMPRD or the District) invites qualified vendors to submit a proposal to provide custodial services related to the cleaning of offices, classrooms, and facilities at various locations on Bainbridge Island. See: **JANITORIAL SERVICES AGREEMENT TEMPLATE (ATTACHMENT "A")** found in these specifications.

**SCOPE OF WORK**

The objectives of BIMPRD are to secure a timely, consistent, and cost-effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the District. The work covered in this specification includes furnishing all labor, equipment, and supervision necessary for janitorial service in the facilities listed. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The District will consider innovative solutions and alternatives that will best accomplish the desired outcome. The Contractor will enter into an agreement with the District in the form of **JANITORIAL SERVICES AGREEMENT TEMPLATE (ATTACHMENT "A")** found in these specifications.

The Contractor shall be responsible for determining all conditions affecting the execution of the proposed work. This includes, but is not limited to, the location of the facilities, the time required to perform the services, labor, supervision, materials, equipment, transportation, uniforms, etc., necessary to complete the janitorial services in a manner that meets or exceeds the **STANDARDS OF PERFORMANCE & WORKMANSHIP (ATTACHMENT "B")** found in these specifications.

It shall be the sole responsibility of the Contractor to ensure that sufficient manpower is always available to complete the assigned work, regardless of illness, holidays, weekends or any other matters that apply or otherwise influence the work. Failure of the Contractor's employees to report for District assignments per the scheduled time(s), shall be sufficient cause for the District to give notice that the Contractor is in default of the contract and subject to financial penalty and/or contract reconsideration or termination.

The work shall be performed after normal business hours, Monday through Friday, at all facilities. See **CUSTODIAL SERVICES SCHEDULE (ATTACHMENT "C")**. There may be exceptions to the start times at certain facilities due to late evening programs. The district will provide the contractor with notice at least 24 hours in advance of any schedule changes.

The Contractor should present the following bid amounts:

**BID OPTION 1 – DISTRICT SUPPLIED PRODUCTS:** A cost differential of all custodial services listed above, where the District supplies the following custodial products: toilet paper, paper towels, hand soap refills, sanitary bags, seat liners, and plastic trash can liners.

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**BID OPTION 2 – CONTRACTOR SUPPLIED PRODUCTS:** The cost differential of all custodial services listed above, where the contractor supplies all required custodial products.

The District will provide waste paper, trash, and recycling containers for the vendor's use. The vendor shall ensure that all trash and debris collected each day is placed in these containers daily and the lids kept closed and locked. If there is a recycling container on the site, the vendor is required to support the recycling program by placing the approved materials in the recycling bin and not in the trash container. This is to be done daily.

Contractor will comply with Washington State Prevailing Wage requirements for Kitsap County. See: **PREVAILING WAGE RATE REQUIREMENTS (Attachment "D")**.

**PERIOD OF PERFORMANCE**

The term of the awarded contract will be one to four years depending on whether options to extend are exercised as set forth in **JANITORIAL SERVICES AGREEMENT TEMPLATE (ATTACHMENT "A")**. Prior to the expiration of the term of the awarded Contract, or any renewals or extensions thereof, the District may, in its sole discretion, renew the Contract for a period of 2 years with the same terms and conditions.

**CONTRACTOR'S PERSONNEL**

Prior to working at any District facility, Contractor's employees must successfully pass a thorough background check. It shall be the Contractor's responsibility to notify the District Contract Administrator prior to making any staff changes that might otherwise allow an employee who has not passed an approved background check to access District facilities.

All employees of the Contractor must maintain a professional appearance and demeanor, and visibly display some form of identification, such as a Contractor's official badge or uniform, when on duty at District facilities

Contractor's employees shall perform the janitorial services at District facilities according to the service schedule for each facility. Any variance in the time of day the services can be performed shall be pre-approved by the District Facilities Manager.

The work involved may be in facilities with secured access, or areas closed to the public except during normal business hours. The Contractor's employees shall maintain the security of these areas by locking them immediately upon entering the facility and again when leaving the facility after completing the janitorial services. Prior to leaving the facility, Contractor's employees will make a final check of all windows, exterior doors, gates or other access points to the building or site to ensure they have been locked and that all lights, except night lights, have been turned off.

Since most work will be performed after normal business hours, Contractor's employees will not, under any circumstances, allow any unauthorized person(s) entry into any District facility. Unauthorized persons include, but are not limited to, children, friends, or relatives of Contractor's employees.

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For those facilities equipped with burglar or other surveillance equipment, the Contractor's employees shall be responsible for disarming the alarm immediately upon entering the facility and "setting" the alarm when leaving the facility. The District will deduct \$100.00 from payments to the Contractor for each security failure that constitutes a potential hazard to a District facility, or where a false alarm is caused as a result of Contractor's employee not properly operating the building's security system.

Keys and entry codes to District facilities included in the contract will be issued to the Contractor. Under no circumstances shall the Contractor or his/her employees make duplicates of any District issued key(s). The District will deduct \$500.00 from payments to the Contractor for each District issued key that is lost, broken through neglect or misuse, or not returned to the District at the expiration of the contract.

The Contractor and his/her employees shall not remove or consume any property belonging to the District, District employees, or other contractors working for the District. This policy includes any articles that may be deposited for disposal in recycling or trash containers. The Contractor and his/her employees shall not use any District property, including computers, fitness equipment, telephones, FAX or copy machines, ladders, lifts, tools, or other equipment, without the approval of the District Contract Administrator or other authorized District representative.

Smoking is not permitted in any District building or while on duty on District property. Smoking is prohibited within a minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes.

All vehicles owned by the Contractor or the Contractor's employees must be kept in good working condition so as not to leak oil or grease on District property including permeable parking lots, pavers, walkways, or other surfaces.

#### **SUBCONTRACTORS**

The Contractor shall not subcontract any work without the prior written approval of the District Contract Administrator. Subcontractor(s), if approved, shall be bound by the same conditions of the contract between the District and Contractor and shall perform the work in accordance with all terms of the contract and specifications. The Contractor shall identify all Subcontractors proposed to be used in the performance of the contract in the PROPOSER'S QUALIFICATION CERTIFICATE.

#### **INSPECTIONS**

The facilities included in the contract are subject to daily inspection by District staff for the purpose of identifying janitorial service deficiencies, assessing the Contractor's performance, and determining adjustments to service levels. Noted deficiencies shall be corrected by the next business day or within 24 hours. Deficiencies resulting in a safety or other direct sanitation threat shall be corrected within 12 hours, or immediately if the severity warrants. In any case, the District shall make the final determination as to the severity of any situation.

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**BID SUBMITTAL FORM**

All Bids should be in hourly rates and estimated hours per facility

<b>BID OPTION 1 – DISTRICT SUPPLIED PRODUCTS</b>		
<i>Facility</i>	<i>Cost Per Hour</i>	<i>Hours Per night</i>
ITEM 1A – Eagledale Pottery Studio	\$	
ITEM 1B – High School Gym	\$	
ITEM 1C – Strawberry Hill Art Center	\$	
ITEM 1D – Bainbridge Island Rec. Center	\$	

<b>BID OPTION 2 – CONTRACTOR SUPPLIED PRODUCTS</b>		
<i>Facility</i>	<i>Cost Per Hour</i>	<i>Hours Per night</i>
ITEM 2A – Eagledale Pottery Studio	\$	
ITEM 2B – High School Gym	\$	
ITEM 2C – Strawberry Hill Art Center	\$	
ITEM 2D – Bainbridge Island Rec. Center	\$	

All costs should be estimated at prevailing wage rates of Kitsap County.



**ATTACHMENT "B"**  
**STANDARDS OF PERFORMANCE & WORKMANSHIP**

The intent of this portion of the specifications is to clarify the District's expectation for the level of service and janitorial care of its facilities. The following statements indicate the general, minimum standards of cleanliness and workmanship to be furnished under the contract. However, these standards are not meant to replace or supersede manufacturers' recommendations, or the latest industry standards for the use and application of materials and equipment.

The level of service, as outlined in these specifications, shall be consistently maintained for the duration of the contract.

**ENTRY AREAS (FRONT SIDEWALK TO FRONT DOOR UP TO 40 FEET)**

Satisfactory and acceptable entry areas, including exterior foyers, entry ramps, stairways, and interior lobbies, shall be free of dirt, dust, debris, and stains. Acceptable entry areas shall present a clean, uniform appearance.

- All paper, trash, or other discarded materials shall be disposed of in the appropriate recycling or trash container.
- Vertical surfaces of exterior foyers shall be cleaned as necessary to remove cobwebs, dirt, dust, and other loose or foreign material.
- Interior and exterior entry areas shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Entry mats shall be thoroughly vacuumed. Surfaces under entry mats shall be routinely checked and swept and/or vacuumed as needed to remove dirt, dust, and other loose or foreign material.
- Hard surface floor, carpet, and entry mat stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, heel and scuff marks, oil, and tar.
- Entry doors and door glass shall be cleaned inside and out to remove fingerprints, smudges, spots, streaks, etc.
- Items moved during entry area cleaning operations shall be returned to their original location.

**FLOOR CARE (EXCEPT KITCHENS, RESTROOMS & LOCKER ROOMS)**

**CARPET**

Satisfactory and acceptable carpet areas shall be free of dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- Paper clips, staples, and other debris shall be picked up and thrown away.
- Carpeted areas shall be thoroughly vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, oil, and tar.
- Baseboards shall be cleaned to remove scuff and smudge marks.

- Items moved during carpet cleaning operations shall be returned to their original location.

### **HARD SURFACE FLOORS**

Satisfactory and acceptable hard surface floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains, and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- Hard surface floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet or damp mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Hard surface floors shall be wet mopped using an appropriate cleaning product for the floor to which it is being applied. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- Items moved during floor cleaning operations shall be returned to their original locations.

### **GLASS**

Satisfactory and acceptable glass, mirror, or vitreous surfaces shall be free from smears, spots, and streaks. Acceptable glass shall present a clean, clear, uniform appearance.

- Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces.
- Items moved during glass cleaning operations shall be returned to their original location.

### **DUSTING**

**LOW DUSTING (UP TO 6 FEET IN HEIGHT) & HIGH DUSTING (OVER 6 FEET IN HEIGHT)** Satisfactory and acceptable low and high dusting areas shall be free of cobwebs, dirt, dust, smears, smudges, spots, stains, and streaks.

- Cobwebs, dirt, dust, and other laden airborne matter shall be removed by either chemical, manual, or mechanical means, Devices that merely displace or redistribute matter, such as feather dusters, will not be used unless treated to attract and hold the matter.
- Surface smears, smudges, spots, stains, and streaks created as a result of dusting activities shall be removed immediately with an appropriate cleaner.
- Ductwork and vents, including ceiling and wall-mounted air diffusers and return air grills, and exposed lighting fixtures shall be dusted and/or "brush vacuumed" as part of high dusting operations.
- Items moved during low and high dusting operations shall be returned to their original location.



## **KITCHENS**

Satisfactory and acceptable kitchens, kitchenettes, and lunchrooms shall present an overall clean appearance and be sanitized.

- All surfaces, including floors, in this section shall be cleaned using an appropriate disinfectant cleaner.
- Surfaces shall be damp wiped to remove dirt, food debris, grease, grime, spots, stains, and objectionable odors. Surfaces include, but are not limited to: appliance exteriors, cabinets, ceilings, countertops, faucets, fixtures, handles, hood fans, sinks, tables and chairs, trash containers, and walls.
- Chrome or stainless appliances and fixtures shall also be polished to remove fingerprints, streaks, and watermarks.
- Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor to which it is being applied. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Splash marks/spots shall be removed from appliances, baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
- Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- Product dispensers shall be checked and refilled daily.
- Items moved during kitchen cleaning operations shall be returned to their original locations.

## **RESTROOMS/LOCKER ROOMS**

Satisfactory and acceptable restrooms and locker rooms shall present an overall clean appearance and be sanitized.

- All surfaces, including floors, in this section shall be cleaned using an appropriate disinfectant cleaner.
- Surfaces shall be damp wiped to remove all foreign materials including: debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine, and other biological growth or stains. Surfaces include, but are not limited to: cabinets, ceilings, countertops, faucets, fixtures, handles, mirrors, product dispensers, shower stalls (including ceilings, curtains, doors and mats, enclosures, fixtures, grout, and walls), sinks, stall doors and partitions, tables and chairs, toilets, trash containers, urinals and walls.
- Mirrors, product dispensers, and chrome or stainless fixtures shall also be polished to remove fingerprints, streaks, and watermarks.
- Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices. Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor to which it is being applied. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Splash marks/spots shall be removed from baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.

- Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- Product dispensers shall be checked and refilled daily.
- Items moved during restroom/locker room cleaning operations shall be returned to their original locations.

#### **RECYCLING & TRASH**

Satisfactory and acceptable recycling and trash collection shall be performed daily and result in refuse being deposited into the appropriate collection receptacle and clean trash containers returned to their original locations.

- Recycling and trash containers shall be cleaned as needed with an appropriate disinfectant to remove dirt, food waste, grease, grime, stains, streaks and objectionable odors.
- Trash can liners shall be replaced daily.
- Items moved during recycling and trash collection operations shall be returned to their original locations.

**ATTACHMENT "C"**  
**CUSTODIAL SERVICES SCHEDULE**

**Description of service area and services required for the High School Gym**

**A. Nightly Services (Monday – Friday, after 9pm)**

1. Empty all trash and recycling containers and replace plastic liners
2. Sweep and/or dust mop all hard floor surfaces
3. Wet mop all hard floor surfaces
4. Disinfect gymnastic floor mats
5. Vacuum all carpeted areas
6. Clean and sanitize sinks, wash basins, and dispensers
7. Spot clean mirrors
8. Sanitize restroom floors
9. Sanitize toilets, toilet seats and urinals
10. Replenish all supplies (toilet paper, soap, paper towels)
11. Sweep locker room floors
12. Sweep/mop balcony floor
13. Check doors and locks upon completion of work

**B. Weekly Services**

1. Remove stains and mineral build up on toilets, sinks, and fixtures
2. Sweep or blow entry walkways

**C. Monthly Services**

1. Wipe down gymnastic wall mats with disinfectant
2. High dusting

**Service Area:**

1<sup>st</sup> floor: Entryway of Gymnastics area to hall doors

2<sup>nd</sup> floor: Balcony

Excluded: Stairway leading up to balcony

## **Description of service area and services required for Eagledale Pottery Studio**

### **A. Nightly Services (Monday – Friday, after 9pm)**

1. Empty all trash and recycling containers and replace plastic liners
2. Sweep clay bits and debris from all hard floor surfaces
3. Wet mop all hard floor surfaces, changing water frequently to prevent clay streaking
4. Wipe down towel dispensers of clay deposits and handprints
5. Clean and sanitize sinks, wash basins, and faucets
6. Spot clean mirrors and windows
7. Spot clean doors and door handles of clay deposits and handprints
8. Sanitize restroom floors
9. Sanitize toilets, toilet seats, and urinals
10. Replenish all supplies (toilet paper, soap, paper towels)
11. Check doors and locks upon completion of work

### **B. Weekly Services (All facilities)**

1. Remove stains and mineral build up on toilets, sinks, and fixtures
2. Sweep or blow entry walkways

### **C. Monthly Services**

1. High dusting

### **Service Area:**

Public entryway, restrooms, classroom work areas, office and storage/kiln areas

Excluded: Outdoor kiln area and outbuilding

## **Description of service area and services required for Strawberry Hill Art Center**

### **A. Nightly Services (Monday – Friday, after 9pm)**

1. Empty all trash and recycling containers and replace plastic liners
2. Sweep and/or dust mop all hard floor surfaces
3. Wet mop all hard floor surfaces
4. Vacuum entry carpet
5. Dust all ledges, counters, and other flat surfaces within reach
6. Clean and sanitize kitchen sinks, stoves, and counters
7. Remove fingerprints from entry doors
8. Clean and sanitize restroom sinks, wash basins, dispensers, and chrome fittings
9. Sanitize restroom floors and countertops
10. Sanitize toilets, toilet seats
11. Replenish all supplies (toilet paper, soap, paper towels)
12. Check doors and locks upon completion of work

### **B. Weekly Services**

1. Remove stains and mineral build up on toilets, sinks, and fixtures
2. Sweep or blow entry walkways

### **C. Monthly Services**

1. High dusting

#### **Service Area:**

Public entryway, restrooms, classrooms

Excluded: Server room

## **Description of service area and services required for Bainbridge Island Recreation Center**

### **A. Nightly Services (Monday – Sunday, after 10pm)**

1. Empty all trash and recycling containers and replace plastic liners
  - i. All Offices and general areas
2. Sweep and/or dust mop all hard floor surfaces
3. Wet mop all hard floor surfaces
4. Damp mop all rubber floor surfaces
5. Vacuum carpet
6. Dust all ledges, counters, and other flat surfaces within reach
7. Remove fingerprints from doors
8. Spot clean mirrors
9. Clean and sanitize sinks, counters, wash basins, dispensers, and chrome fittings
  - i. All locker rooms and restrooms
10. Sanitize restroom floors, countertops, and showers
11. Sanitize toilets, toilet seats
12. Check doors and locks upon completion of work

### **B. Weekly Services**

None required

### **C. Monthly Services**

None required

### **Service Area:**

1<sup>st</sup> floor: Entirety of first floor

2<sup>nd</sup> floor: Entirety of second floor

Excluded: Tennis courts, Pool area, Gym building

**ATTACHMENT "D"**  
**PREVAILING WAGE RATE REQUIREMENTS**

The State of Washington prevailing wage rates for Kitsap County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

Prevailing Wage rates for prevailing wage contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. Maintenance services (e.g.: janitorial, landscape, etc.) contracts of more than one-year duration shall be modified for potential future variance in applicable prevailing wages each year after the first year of the contract. Prevailing wage increases shall be adjusted on the annual anniversary date of the Contract.

Contractor agrees to alter the wages it pays its employees on an annual basis in order to recognize and follow the most recently promulgated increases in prevailing wage rates established by the State of Washington Department of Labor and Industries (L & I) each year. Contractor acknowledges that the District has borne the cost of the increase in wages due employees under WAC 296-127-023 for the duration of the contract and included these increases in the original contract amount. Should the increase in wages due to employees exceed the contract amount, the Contractor must notify the District forty-five (45) days prior to the anniversary date of the contract in order to amend the contract. Failure of the Contractor to comply with the terms of this section may be considered by the District to be a material breach of this agreement.

**Intents and Affidavits**

Prevailing Wage contracts require that every Contractor and Sub-Contractor (collectively "Contractors") on the contract file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) Public Works contract form. The Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. Once forms are approved by L&I, Contractor shall submit forms to the District. There is no minimum dollar contract amount. Intent and Affidavit forms are required for every prevailing wage contract regardless of the size of the contract. The Intent form is filed annually on the anniversary date of the contract. The District shall not make the first annual payment until Contractors have submitted an Intent form that has been approved by the Industrial Statistician. The Affidavit form is filed prior to the final payment of the annual contract. The District shall not release final annual payment until all Contractors have submitted an Affidavit form that has been certified by the Industrial Statistician. For additional information, contact:

State of Washington Department of Labor and Industries Prevailing Wage Section  
PO Box 44540  
Olympia, WA 98504-4540  
Telephone 360-902-5335  
<http://www.lni.wa.gov/Tradeslicensing/PrevWage/default.asp>





**ATTACHMENT "A"**

**JANITORIAL SERVICES AGREEMENT TEMPLATE**

This agreement is entered into by and between Bainbridge Island Metropolitan Park and Recreation District, hereinafter referred to as "the District", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**PURPOSE:** The purpose of this agreement is to secure the services of a Contractor to provide janitorial services for District facilities at the locations listed below.

<b>Egledale Pottery Studio</b> 5050 Rose Ave NE Bainbridge Island, WA 98110	2,634 sq.ft.
<b>High School Gymnastics Room</b> 9330 NE High School Rd Bainbridge Island, WA 98110	8,800 sq.ft.
<b>Strawberry Hill Art Center</b> 7666 NE High School Rd Bainbridge Island, WA 98110	2,974 sq.ft.
<b>Bainbridge Island Recreation Center – main facility</b> 11700 Meadowmeer Cir NE Bainbridge Island, WA 98110	21,508 sq.ft.

**TERM OF AGREEMENT:**

The term of this agreement will be one year. The District reserves the right to extend this contract for three additional one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement and for each option period, the agreement will continue in force on the same terms and conditions provided herein. The total contract duration, with extensions, shall not exceed four (4) years. The Contractor shall respond within fifteen (15) calendar days following receipt of the District's request for extension.

The term of this Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_ unless sooner terminated as provided herein. Upon termination of this Agreement, regardless of the reason for termination, Contractor will return all District property to the District, including without limitation keys and entry codes.

**TERMINATION PRIOR TO COMPLETION OF CONTRACT**

Either party may terminate this Agreement upon a material breach of this Agreement by the other party and such breach remains uncured by the breaching party for more than 15 days after receipt of written notice of the breach from the non-breaching party.

**COMPENSATION:**

The District shall pay \_\_\_\_\_ the amount of \_\_\_\_\_/hour for the following time schedules:

Location	Daily Hours	Cost Per Day
Egledale Pottery Studio		\$
High School Gym		\$
Strawberry Hill Art Center		\$
Bainbridge Island Rec. Center		\$
<b>Total</b>		

**All Wages paid to employees of Contractor must be compliant with The State of Washington prevailing wage requirements for Kitsap County as described in "ATTACHMENT D" of this document.**

**PAYMENT FOR SERVICES:**

Contractor agrees to invoice the District monthly for services at all facilities.

The District shall make a good faith effort to pay properly presented, correct, and accurate Contractor invoices within 30 days of receipt of invoice.

Except as specifically provided in this Agreement, Contractor shall obtain and provide, at their expense, all equipment, tools and supplies necessary to perform services under this Agreement. Contractor will not be reimbursed for out-of-pocket expenses incurred in connection with performance of its services under this Agreement.

The District will supply the following custodial products: toilet paper, paper towels, hand soap refills, sanitary bags, seat liners, and plastic trash can liners.

**DESCRIPTION OF SERVICES TO BE PROVIDED:**

In consideration of the compensation received under this agreement, Contractor will provide the janitorial services for the District as described in **ATTACHMENT "B" STANDARD OF PERFORMANCE & WORKMANSHIP**. It shall be the sole responsibility of the Contractor to ensure that sufficient manpower is available at all times to complete the assigned work, regardless of illness, holidays, weekends or any other matters that apply or otherwise influence the work. Failure of the Contractor's employees to report for District assignments, per the scheduled time(s), shall be sufficient cause for the District to give notice that the Contractor is in default of the contract and subject to financial penalty and/or contract reconsideration or termination.

The work shall be performed after normal business hours, Monday through Friday, at all facilities. See **ATTACHMENT "C" CUSTODIAL SERVICES SCHEDULE**. There may be exceptions to the start times at certain facilities due to late evening programs. The District will make a good faith effort to provide Contractor with notice at least 24 hours in advance of any schedule changes.

Due to the generalized nature of the work, the services, service times and service frequencies required in **ATTACHMENT "C" CUSTODIAL SERVICES SCHEDULE** are subject to change based on the District's operational needs. The District reserves the right to add, modify, reduce or delete janitorial services based on the cost of this contracts average per hour rate. Payment, or an equal shift or alteration to an existing facility service to help offset service or service frequency changes, may be a consideration. The District Contract Administrator shall provide the Contractor with written notification of any addition, modification, reduction or deletion in services seven (7) days prior to the commencement of the altered or modified work. No claim for extra services or materials shall be allowed unless covered by prior written agreement.

All tools, equipment, and supplies left on the District job sites shall be kept in the janitor's storage closets and not in any other parts of the buildings. The closets shall be always kept in a neat and orderly manner and shall be part of the regular inspection.

The District will provide waste paper, trash, and recycling containers for Contractor's use. Contractor shall ensure that all trash and debris collected each day is placed in these containers daily and that the lids are kept closed and locked. If there is a recycling container on the site, Contractor is required to support the recycling program by placing the approved materials in the recycling bin and not in the trash container.

## **INDEPENDENT CONTRACTOR STATUS**

The parties acknowledge and agree that Contractor's relationship with the District is that of an independent contractor and not an employee. Contractor is free to engage in other independent contracting activities, provided that such activities do not conflict with or interfere with Contractor's duties hereunder. Contractor has the sole right to control and direct the means, manner and method by which its services will be performed. Contractor is in business for himself and is not economically dependent on the District. Nothing in this Agreement, or in the business dealings or relationship between the parties, shall be construed to create the relationship of employee and employer, partners or joint venturers. Contractor shall not be entitled to any benefits provided to the District's employees, nor shall Contractor have the authority to enter into contracts on behalf of the District. Contractor will pay all applicable taxes and withholdings, and will make all filings with governmental entities, as required because of execution of this Agreement and compensation received by it hereunder.

## CONTRACTOR'S PERSONNEL

Prior to working at any District facility, Contractor's employees must successfully pass a thorough background check.

Select one:

         **Alternative 1:** Contractor conducts background checks.

Contractor hereby represents and warrants (A) that it has conducted (or will conduct before commencement of its performance under this Agreement) a criminal background check on every employee, agent or other person who will perform services under this Agreement on behalf of Contractor and (B) that each such employee, agent or other person has "successfully passed" the criminal background check. For purposes of this section, "successfully passed" means the criminal background check revealed no conviction or other adverse disposition for any crime against persons or property (including but not limited to murder, kidnapping, assault, rape, arson, robbery, burglary, theft, malicious mischief, stalking, or abuse of a child or vulnerable adult) or for any crime involving fraud, dishonesty or moral turpitude. Before commencement of its performance under this Agreement, Contractor shall provide to the District a written report of each criminal background check performed under this section. Criminal background checks provided to the District under this section can be no more than 1095 days old.

         **Alternative 2:** District conducts background checks on behalf of Contractor.

Before commencement of its performance under this Agreement, Contractor shall submit to the District a signed form from every employee, agent or other person who will perform services under this Agreement on behalf of Contractor authorizing the District to conduct a criminal background check on him or her. Contractor shall reimburse the District the current fee for each criminal background check conducted plus a District administrative fee. These amounts shall be paid by Contractor directly to the District or, if not, withheld by the District from Contractor's compensation under this Agreement.

All employees of Contractor must maintain a professional appearance and demeanor, and visibly display some form of identification, such as a Contractor's official badge or uniform, when on duty at District facilities.

Contractor's employees shall perform the janitorial services at District facilities according to the service schedule for each facility. The District Facilities Manager must pre-approve any variance in the time of day the services can be performed.

Work in facilities with secured access, or areas closed to the public except during normal business hours, may be required. In these situations, Contractor's employees shall maintain the security of these areas by locking them immediately upon entering the facility and again when leaving the facility upon completion of the services. Prior to leaving the facility, Contractor's employees will make a final check of all windows, exterior doors, gates, and other access points to the building or site to ensure they have been locked and that all lights (except night lights) have been turned off.

Contractor's employees shall not, under any circumstances, allow any unauthorized person(s) to enter any District facility. Unauthorized persons include, but are not limited to, children, friends, or relatives of Contractor's employees.

For facilities equipped with burglar alarms or other surveillance equipment, Contractor's employees shall be responsible for disarming the alarm immediately upon entering the facility and "setting" the alarm when leaving the facility. The District may, in its sole discretion, deduct \$100 from payments to Contractor for each security failure at a District facility,

## **CONTRACTOR'S PERSONNEL (cont.)**

or any incident in which a false alarm is caused as a result of Contractor's employee not properly operating the building's security system. In addition to the \$100 assessment, Contractor will be held liable for any damages suffered by the District as a result of improper use of security systems.

Keys and entry codes to District facilities included in the contract will be issued to Contractor. Under no circumstances shall Contractor or its employees make duplicates of any District issued key(s). The District will deduct \$500 from payments to Contractor for each District-issued key that is lost, broken, or not returned to the District at the expiration of the contract. In addition to the \$500 assessment, Contractor will be held liable for damages suffered by the District as a result of improper use or loss of keys and entry codes.

The District and Contractor agree that the \$100 and \$500 assessments are reasonable estimates of the administrative costs that will be incurred by the District as a result of the specified actions, and that such amounts do not constitute penalties.

Contractor and its employees shall not remove or consume any property belonging to the District, District employees, or other contractors working for the District. This shall include any articles that may have been deposited for disposal in recycling or trash containers. Contractor and its employees shall not use any District property, including computers, fitness equipment, telephones, FAX or copy machines, ladders, lifts, tools or other equipment, without the approval of the District Contract Administrator or other authorized District representative.

Smoking is not permitted in any District building or on District property. Smoking is prohibited within a minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes of District facilities.

All vehicles owned by Contractor or its employees must be kept in good working condition so as not to leak oil or grease on District property, including permeable parking lots, pavers, walkways, or other surfaces.

## **SUBCONTRACTORS**

Contractor shall not subcontract any work performed for the District.

## **INSPECTIONS**

The facilities included in the contract are subject to daily inspection by District staff for the purpose of identifying janitorial service deficiencies, assessing Contractor's performance, and determining adjustments to service levels. Noted deficiencies shall be corrected within 24 hours of notice to Contractor, or on the next business day if 24 hours falls on a weekend. Deficiencies resulting in a safety or other direct sanitation threat shall be corrected immediately by District staff if warranted. In this case, the time required by District staff to correct the issue will be deducted from Contractor's hourly rate at that facility. The District shall make the final determination as to the severity of any situation.

## **LIABILITY INSURANCE**

Contractor hereby certifies that it has and shall maintain during the term of this Agreement commercial liability insurance, with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, that covers Contractor's services under this agreement. Contractor's insurance coverage shall be primary insurance as between the Contractor and the District, and Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after 30 days' prior written notice has been given to the District. Contractor shall provide written proof of such insurance upon request by the District.

## **INDEMNIFICATION**

Contractor shall defend, indemnify and hold the District, its commissioners, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in

connection with the performance of services under this Agreement, except for injuries and damages caused by the sole negligence of the District.

**DISPUTE RESOLUTION**

In the event a dispute arises between the parties, the parties shall attempt to resolve it through in-person negotiation. If the dispute is not resolved through such negotiation, then upon written demand of either party it shall be referred to a mutually agreeable arbitrator. The arbitration process shall be conducted in accordance with Chapter RCW 7.04A, except as modified herein. Venue for the arbitration hearing shall be Kitsap County, Washington. All remedies, legal and equitable, available in court shall also be available in arbitration. The arbitrator’s decision shall be binding, and judgment may be entered thereon in any court of competent jurisdiction. In any dispute arising under this Agreement (including, without limitation, disputes resolved through arbitration), the substantially prevailing party shall be entitled to an award of its reasonable attorney fees and costs. This section shall survive termination of this Agreement and be fully enforceable and applicable thereafter.

**GENERAL PROVISIONS**

Contractor may not assign its rights or obligations under this Agreement without the prior written consent of the District. This Agreement will be interpreted and enforced in accordance with the laws of the State of Washington, without regard to conflict of law principles thereof. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. This Agreement may be modified only in writing and signed by the parties. All communications permitted or required under this Agreement must be in writing and delivered by hand, U.S. Mail, facsimile or e-mail to the addresses/numbers below. Each party shall promptly inform the other of any change in its contact information. This Agreement represents the entire agreement, and supersedes any prior agreements (oral or written), between the parties with respect to the matters herein. This Agreement may be executed in counterparts, and facsimile and pdf signatures shall be deemed the equivalent of original signatures for all purposes. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the remaining provisions shall not be affected thereby and shall be fully enforceable.

<b>DISTRICT</b>	<b>CONTRACTOR</b>
By: Printed Name: Title: Address: Facsimile: E-mail:	Printed Name: Title: Address: Facsimile: E-mail: