



Agenda Bill

AB# 23-01

Duvall City Council

Meeting Date: 1/3/2023

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Subject Janitorial Services Contract – Aim to Please

Document Type Contract

Department Public Works

Contact Ben Ressler, Project Manager

Attorney Review N/A

Committee Recommendation N/A N/A

Planning Commission Recommendation N/A

Handling Normal **Deadline Date** 1/3/2023

Needed from Council Action

Recommendation

Authorize the Mayor to sign the contract with Aim to Please for the City's 2023/2024 Janitorial Services.

Staff requests Council suspend Council Procedures in Section 5.6 requiring additional review and finalize this item at this meeting.

Council Review History

- First Review

Attachments/References

- [1. Request for Proposals – 2023-2024 Janitorial Services](#)
- [2. Janitorial - Bid Tabulation](#)
- [3. Aim to Please Bid Submittal](#)
- [4. Contract for Professional Services – 2023-2024 Janitorial Services](#)

Routing

Director: Steven Leniszewski, Public Works Director

Approved: SJL 12/28/2022

Administrator: Cynthia McNabb, City Administrator

Approved: CM 12/29/2022

Budget Impacts

Budget Impacts Budget Amendment Required

Expenditure

Fund	Account Description	Estimated 2023/2024	2023 Budget	2024 Budget	Amendment Needed
Buildings Maint	Repair & Maintenance	\$39,144	\$11,600	\$11,700	\$15,844
Sewer	Repair & Maintenance	\$3,600	\$1,149	\$1,149	\$1,302
	Total	\$42,744	\$12,749	\$12,849	\$17,146

Revenue

Fund	Account Description	Estimated 2023/2024	2023 Budget	2024 Budget	Amendment Needed

Notes

The 2023/2024 budget did not include the continuation of additional disinfecting services or an increase in cost over the previous contract based on the timing of the budget preparation and actuality of the bid timelines.

Verified by Finance: DM 12/28/2022

Key Facts and Information Summary

Executing this contract would continue the City's bi-weekly cleaning services. The services provided will match the scope found in the Request for Proposals document attached, and include cleaning City Hall, Police Station, Public Works Building (six months), Depot Building, WWTP Lab Building, Visitor's Center/Rose Room, WRECK Center (18 months) and PW Maintenance Building.

Request for Proposals were advertised in the Seattle Times and Daily Journal of Commerce on November 23 and November 30, 2022. Bid proposals were due on December 12, 2022 and the City received two proposals. After reviewing the bids, Aim to Please was determined to be the lowest, responsible bidder for this contract. The City currently uses the cleaning services of Aim to Please, so they are familiar with our buildings and staff.

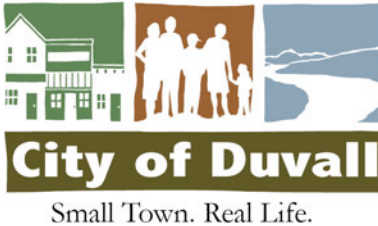
A budget amendment is needed for this item. Each individual building has their own BARs, so there will be eight budget amendments. This item was budgeted based on the bids that were received in 2019 and did not include the disinfectant cleaning that has been incorporated into the janitorial services since COVID. This increase is in line with index cost increases since 2019 and the addition of the bi-weekly disinfectants. Aim to Please's unit prices are already low in comparison to the other bids received in 2019 and 2022 and a large price increase could occur if this contractor does not bid future contracts.

Staff has discussed this with Administration and feels the cost for the service is in line with expectations and worth the work. The contract provides services that keep the facilities in clean, operable order as well as maintains a cleanliness level keep staff as healthy as practical. This really is a basic service we recommend moving forward with.

Recommended Motion

Council discussion is not anticipated therefore this item is on the consent agenda. If the agenda bill is discussed, the following motion is prepared:

"I move to approve Agenda Bill 23-01, authorizing the Mayor to sign the 2023/2024 Janitorial Services consultant contract with Aim to Please."



City of Duvall – Request for Proposals

2023-2024 Janitorial Cleaning Services

Enclosed you will find all the documents related to the Request for Proposal for Duvall’s 2023-2024 Janitorial Cleaning Services. Attached are the Scope of Work, Bid Proposal form, Certificate of Compliance with Prevailing Wages, and Duvall’s sample Service Contract.

City Contact: Benjamin Ressler

Phone: 425.939.8046

Email: benjamin.ressler@duvallwa.gov

Alt. City Contact: Steve Leniszewski

Phone: 425.939.8042

Email: steven.leniszewski@duvallwa.gov

Please submit proposals via email to both the City’s contacts above. Completed proposals are due back to the City of Duvall **no later than 4:00 p.m. PST Wednesday, December 7, 2022**. Proposals received after that date will not be considered. Any questions must be submitted by 10:00 a.m. PST on Thursday, December 1, 2022.

Proposal Information:

1. Proposers shall submit a filled-out copy of Exhibit B – Bid Proposal and Exhibit C – Certification of Compliance with Wage Payment Statutes. Bid proposals shall reflect all costs to complete one month for the work specified in Exhibit A – Scope of Work.
2. Bid Proposals are MONTHLY cleaning totals to complete all work specified in the Scope of Work; not the total cost of the entire 2-year contract. For bidding purposes, please prorate bi-annually and annual cleaning costs into the monthly bid amount. Bid prices will be used for monthly invoices. Prices shall not increase through December 31, 2024 unless agreed upon with a change of scope.
3. Contractor shall pay prevailing wages and /or follow prevailing wage laws.
4. A tour of all buildings is offered for those who wish to view them. Only one tour per contractor. Contact Ben Ressler at 425-939-8046 to set up a specific time. December 1, 2022, will be the last day for a tour.

Terms and Conditions

The City reserves the right to reject any and all responses to this RFP and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for Consultant Services does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a response. This solicitation does not obligate the City to accept or contract for any expressed or implied services. Furthermore, the City reserves the right to award the contract to the next most qualified Consultant if the selected Consultant does not execute a



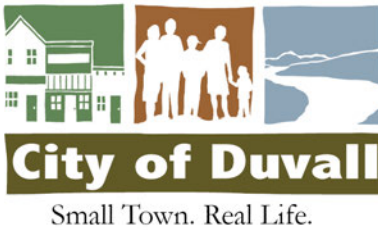
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contract within thirty (30) days after the award of the proposal. The City's standard contract forms for Consultants will be the basis of terms and conditions.

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City of Duvall, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

The City of Duvall in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award."

EXHIBIT A



SCOPE OF WORK – JANITORIAL CLEANING SERVICES

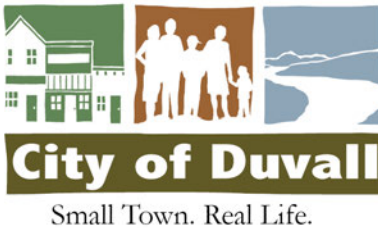
TWICE MONTHLY (BI-WEEKLY) SERVICES:

- Disinfectant Cleaning (all buildings**, except Depot Building and Treatment Plant)
 - All hard surfaces, such as countertops, tables, keyboards and desktops that available.
- Bathroom Cleanings (all buildings**, including Public Works warehouse)
 - Clean mirrors
 - Disinfect sink and clean counter
 - Clean and disinfect toilet inside and out
 - Empty trash and clean outside of container
 - Sweep and mop floors
 - Refill paper towels, toilet paper, seat covers and soap dispensers if needed
 - Wipe down cupboards

MONTHLY – ALL BUILDINGS:**

- Dust copiers & other electronic equipment and wipe down any tables/counters in copier areas
- Empty shredder bags and replace liner when needed
- Empty trash and recycling (including cardboard) in all general areas and offices and replace liners as needed
- Sweep all outer door thresholds; pick up litter if any
- Sweep & mop inside entryways
- Sweep or shake any carpets in front of doors (inside and outside) and sweep underneath
- Sweep sidewalk directly in front of City Hall and Police buildings' entrances
- Vacuum carpet-traffic patterns wall to wall – including stairs, behind and under furniture
- Wipe down counters, cupboards and sinks near coffee stations and in kitchens
- Wipe down front counters at City Hall, Public Works Building, and Police Department
- Wipe down inside and outside of all microwaves
- Wipe down tables in conference rooms, offices and lunch rooms
- Wipe down front, sides and tops of refrigerators
- Clean door glass
- Clean telephones with disinfectant wipes
- Damp wipe tops, sides and legs of desks (we will request people to clear off their desks)
- Damp wipe waste paper & recycle baskets
- Dust bookcases and accessory furniture

EXHIBIT A



- Dust computer monitors and keyboards
- Dust light fixtures (including in bathrooms)
- Dust picture frames and clocks
- Dust tops of all cabinets (Replace things that are moved when dusting)
- Dust window blinds
- Remove smudges and fingerprints from doors, door handles, doorframes, light switches, stair railings and other areas
- Spot clean all carpets as needed
- Vacuum upholstered furniture
- Wipe down all chair rungs and swivels
- Sweep cobwebs (inside and outside – including walls, ceilings, corners, fixtures, etc.)
- Wipe down tops & sides of file cabinets
- Wipe down windowsills & doorframes
- Wipe down coffee pots
- Wipe down water coolers
- Clean Showers (Police Department, Treatment Plant and Maintenance Shop)
- Bathrooms (see details below)

MONTHLY - BUILDING SPECIFIC INFORMATION:

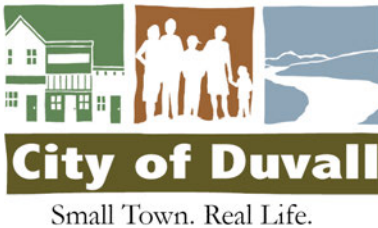
ROSE ROOM

- Disinfect sink and clean counters
- Sweep and mop floor in kitchen area and entry hall
- Vacuum Rose Room
- Wash and put away any dirty cups or glasses
- Damp wipe down front and sides of cupboards in kitchen area
- Damp wipe down any tables that are up
- Clean bathrooms
- Dust sides and top of bench in entry hall
- Spot clean all carpets as needed
- Sweep out closets in Rose Room
- Sweep patio & entrance sidewalk outside
- Sweep cobwebs (inside and outside)
- Damp clean all air vents and registers

VISITOR CENTER

- Clean counters
- Clean kitchen area
- Vacuum carpet
- Damp wipe down any tables that are up
- Clean bathrooms
- Dust all surfaces
- Spot clean all carpets as needed

EXHIBIT A



- Sweep entrance sidewalk outside
- Sweep cobwebs (inside and outside)
- Damp clean all air vents and registers

DEPOT BUILDING

- Empty trash and recycling (including cardboard) in all general areas replace liners as needed
- Sweep all outer door thresholds; pick up litter if any
- Sweep & mop inside entryways
- Sweep or shake any carpets in front of doors (inside and outside) and sweep underneath
- Wipe down counters, cupboards and sink in kitchenette
- Wipe down inside and outside of microwave
- Wipe down front, side and top of refrigerator
- Damp wipe waste paper & recycle baskets
- Dust accessory furniture
- Dust light fixtures (including in bathrooms)
- Dust picture frames and clocks
- Remove smudges and fingerprints from doors, door handles, doorframes, light switches, stair railings and other areas
- Sweep cobwebs (inside and outside– including walls, ceilings, corners, fixtures, etc.)
- Wipe down windowsills & doorframes
- Wipe down coffee pots
- Bathrooms (see details below)

PUBLIC WORKS BUILDING (Est. January 2023-March 2023)

This building is expected to be remodeled during this contract term. During construction, services are not anticipated to be needed for this building.

WRECK CENTER (Est. January 2023-March 2024)

Cleaning of this facility will be requested as needed. Services requested will be comparable to other buildings.

VISITORS CENTER / ROSE ROOM (TBD)

Cleaning of this facility will be requested as needed. Services requested will be comparable to other buildings.

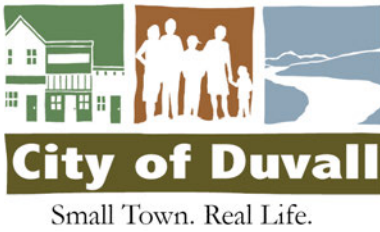
BI – ANNUALLY:

- Clean stove, oven, and fan if necessary (Police Department, City Hall, and Rose Room)

ANNUALLY:

- Shampoo and / or steam clean carpets (City Hall)

EXHIBIT A



Notes:

****ALL BUILDINGS INCLUDES:** City Hall, Police Department, Depot Building, Rose Room, Visitor Center, Public Works Building, Maintenance Shop and Treatment Plant.

PLEASE DO NOT CLEAN ANYTHING EXCEPT THE FLOORS IN THE FOLLOWING ROOMS: Lab of Treatment Plant, server room in City Hall

DO NOT CLEAN THE FOLLOWING: Warehouse of Public Works building except for bathrooms and office; evidence room, sprinkler room and storage rooms of Police Department; Floors in Maintenance Shop except bathroom floors; and Treatment Plant Operations Center

EXHIBIT B



City of Duvall

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BID PROPOSAL – JANITORIAL CLEANING SERVICES

Name of Contractor: _____

Address: _____

Mailing Address (if different): _____

City, State, Zip Code _____

Telephone Number: _____

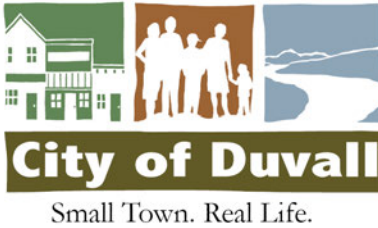
Contact Name: _____

WA License/Registration No: _____

Taxpayer ID Number _____

	CITY BUILDING AND LOCATION	TOTAL MONTHLY AMOUNT
1.	CITY HALL Approx. 3302 sq. ft. 15535 Main Street NE 503.54800.41.518.000000	\$
2.	*VISITOR CENTER Approx. 1904 sq. ft. 15619 Main Street NE 503.54800.30.575.000000	\$
3.	*ROSE ROOM Approx. 1900 sq. ft. 15619 Main Street NE 503.54800.30.575.000000	\$
4.	*PUBLIC WORKS BUILDING Approx. 2467 sq. ft. 14525 Main Street NE 503.54800.42.518.000000	\$
5.	WASTE WATER TREATMENT LAB Approx. 754 sq. ft. 14525 Main Street NE 402.54800.37.535.000000	\$
6.	MAINTENANCE SHOP Approx. 1000 sq. ft. 26320 NE Stella Street 503.54800.43.518.000000	\$
7.	POLICE DEPARTMENT Approx. 3900 sq. ft. 26225 NE Burhen Way 503.54800.17.518.000000	\$
8.	DEPOT BUILDING Approx. 800 sq. ft. 26225 NE Stephens Street 503.54800.24.518.000000	\$
9.	*WRECK /COMMUNITY CENTER Approx. 2450 sq.ft. 26512 Ne Stella Street 503.54800.13.575.000000	\$
	TOTAL FOR ALL BUILDINGS (*Cost for WRECK, Visitors Center, Rose Room and Public Works to be removed if service not performed)	\$

EXHIBIT B



Please enter any special comments regarding your proposal here:

PLEASE READ CAREFULLY

By submitting this Proposal, The Proposer acknowledges that they have read and agree to the following:

1. All terms of the sample City of Duvall Service Agreement contract, Exhibit D.
2. Proposer is currently registered or licensed under the laws of the State of Washington.
3. Proposer acknowledges that he/she understands the complete Scope of Work.
4. Successful proposer must apply for and maintain a City of Duvall endorsement on their Washington State business license.
5. Successful proposer must be in compliance with and follow prevailing wage regulations through the life of the contract. Prevailing wage information can be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
6. Proposers shall submit a Certificate of Compliance with Wage Payment Statues with their bid. (Exhibit C)
7. Successful proposer must have sufficient insurance set forth in item number eight in the contract (Exhibit D).
8. All cleaning personnel shall be subject to a background reference check by the City. Additional background information and security requirements may be required for work completed at the Police Station.
9. Proposals submitted shall be evaluated based upon the criteria set forth in this RFP. In addition, all parties submitting proposals shall be evaluated on the basis of: (a) their ability to comply with all applicable federal, state, and local laws and regulations; and (b) their ability to maintain the security and confidential nature of public documents, records and materials.

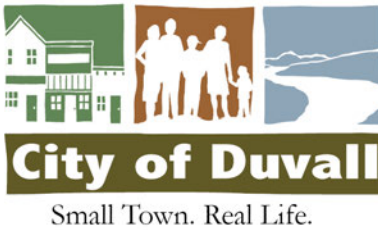
Printed Name

Date

Signature

Title

EXHIBIT C



CERT OF COMPLIANCE – JANITORIAL CLEANING SERVICES
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CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, December 7, 2022, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

CITY

State

Check One:

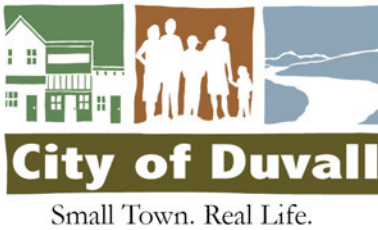
Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

**If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT D



SAMPLE CONTRACT – JANITORIAL CLEANING SERVICES

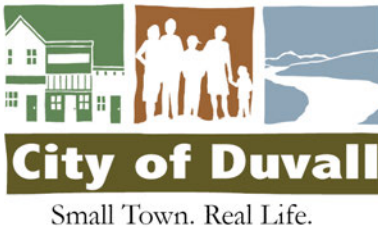
CONTRACT FOR PROFESSIONAL SERVICES

COMPANY NAME for
NAME OF SERVICE
#YYYY-##

THIS AGREEMENT is entered into between the City of Duvall, Washington, hereinafter referred to as “the City”, and COMPANY NAME, ADDRESS, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform bi-weekly and monthly cleaning services at various City buildings throughout Duvall.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2024 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided in Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$9,500.00 (Nine Thousand Five Hundred Dollars and no cents) without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

EXHIBIT D



- E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of seven (7) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

EXHIBIT D



1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be covered as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

EXHIBIT D

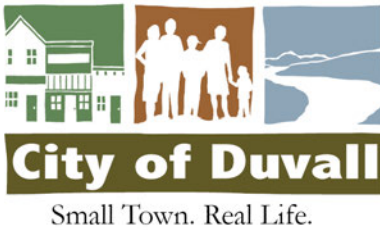


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expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this

EXHIBIT D



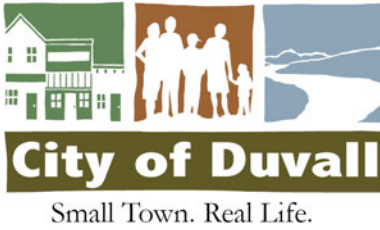
Agreement between surviving members of the Consultant and the City, if the City so chooses.

15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Duvall Municipal Code and ordinances of the City of Duvall. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. Each party in any such action shall bear own attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Duvall shall be sent to the following address:
City Clerk
City of Duvall
P.O. 1300
Duvall, WA 98019

Notices to Consultant shall be sent to the following address:

Contact Name
Company Name
Address
City , State Zip
Phone number

EXHIBIT D



18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 2022.

CITY OF DUVALL

CONSULTANT

Amy Ockerlander, Mayor

NAME, TITLE

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Attachments:

Exhibit A – Scope of Services

Certificate of Insurance (to be supplied by contractor)

BID TABULATION - PRELIMINARY
2023-2024 Janitorial Service Contract
CITY OF DUVALL

Contract #: TBD				Apparent Low Bidder			
Date: 12/12/2022 @ 10:00 AM				Aim to Please		Sound Cleaning	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
1	City Hall	1	LS	\$ 322.50	\$ 322.50	\$ 1,265.00	\$ 1,265.00
2	Visitor Center	1	LS	\$ 200.00	\$ 200.00	\$ 632.50	\$ 632.50
3	Rose Room	1	LS	\$ 200.00	\$ 200.00	\$ 632.50	\$ 632.50
4	Public Works Building	1	LS	\$ 264.50	\$ 264.50	\$ 905.00	\$ 905.00
5	Waste Water Treatment Lab	1	LS	\$ 150.00	\$ 150.00	\$ 639.00	\$ 639.00
6	Maintenance Shop	1	LS	\$ 175.50	\$ 175.50	\$ 639.00	\$ 639.00
7	Police Department	1	LS	\$ 318.50	\$ 318.50	\$ 1,265.00	\$ 1,265.00
8	Depot Building	1	LS	\$ 150.00	\$ 150.00	\$ 639.00	\$ 639.00
9	WRECK / Community Center	1	LS	\$ 264.50	\$ 264.50	\$ 905.00	\$ 905.00
TOTAL BID ITEMS \$				\$	2,045.50	\$	7,522.00

EXHIBIT B



City of Duvall

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BID PROPOSAL – JANITORIAL CLEANING SERVICES

Name of Contractor: Aim to Please Cleaning

Address: 16008 358th Ave SE

Mailing Address (if different): _____

City, State, Zip Code Sultan, WA 98294

Telephone Number: 360-391-6537

Contact Name: Barb DeBock

WA License/Registration No: ██████████

Taxpayer ID Number _____

	CITY BUILDING AND LOCATION	TOTAL MONTHLY AMOUNT
1.	CITY HALL Approx. 3302 sq. ft. 15535 Main Street NE 503.54800.41.518.000000	\$322.50
2.	*VISITOR CENTER Approx. 1904 sq. ft. 15619 Main Street NE 503.54800.30.575.000000	\$ 200.00
3.	*ROSE ROOM Approx. 1900 sq. ft. 15619 Main Street NE 503.54800.30.575.000000	\$ 200.00
4.	*PUBLIC WORKS BUILDING Approx. 2467 sq. ft. 14525 Main Street NE 503.54800.42.518.000000	\$264.50
5.	WASTE WATER TREATMENT LAB Approx. 754 sq. ft. 14525 Main Street NE 402.54800.37.535.000000	\$150.00
6.	MAINTENANCE SHOP Approx. 1000 sq. ft. 26320 NE Stella Street 503.54800.43.518.000000	\$175.50
7.	POLICE DEPARTMENT Approx. 3900 sq. ft. 26225 NE Burhen Way 503.54800.17.518.000000	\$318.50
8.	DEPOT BUILDING Approx. 800 sq. ft. 26225 NE Stephens Street 503.54800.24.518.000000	\$ 150.00
9.	*WRECK /COMMUNITY CENTER Approx. 2450 sq.ft. 26512 Ne Stella Street 503.54800.13.575.000000	\$264.50
	TOTAL FOR ALL BUILDINGS (*Cost for WRECK, Visitors Center, Rose Room and Public Works to be removed if service not performed)	\$ 2045.50

EXHIBIT B



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Please enter any special comments regarding your proposal here:

PLEASE READ CAREFULLY

By submitting this Proposal, The Proposer acknowledges that they have read and agree to the following:

1. All terms of the sample City of Duvall Service Agreement contract, Exhibit D.
2. Proposer is currently registered or licensed under the laws of the State of Washington.
3. Proposer acknowledges that he/she understands the complete Scope of Work.
4. Successful proposer must apply for and maintain a City of Duvall endorsement on their Washington State business license.
5. Successful proposer must be in compliance with and follow prevailing wage regulations through the life of the contract. Prevailing wage information can be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
6. Proposers shall submit a Certificate of Compliance with Wage Payment Statues with their bid. (Exhibit C)
7. Successful proposer must have sufficient insurance set forth in item number eight in the contract (Exhibit D).
8. All cleaning personnel shall be subject to a background reference check by the City. Additional background information and security requirements may be required for work completed at the Police Station.
9. Proposals submitted shall be evaluated based upon the criteria set forth in this RFP. In addition, all parties submitting proposals shall be evaluated on the basis of: (a) their ability to comply with all applicable federal, state, and local laws and regulations; and (b) their ability to maintain the security and confidential nature of public documents, records and materials.

Barb DeBock

Printed Name

Dec 8, 2022

Date

BdeBock

Signature

Owner

Title

EXHIBIT C



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CERT OF COMPLIANCE – JANITORIAL CLEANING SERVICES

CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, December 7, 2022, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Aim to Please Cleaning

Bidder’s Business Name

BdeBock

Signature of Authorized Official*

Barb DeBock

Printed Name

Owner

Title

Dec. 8, 2022

Sultan

WA

Date

CITY

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

**If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



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CONTRACT FOR PROFESSIONAL SERVICES Janitorial Services 2023-##

THIS AGREEMENT is entered into between the City of Duvall, Washington, hereinafter referred to as “the City”, and **Aim to Please, 16008 358th Ave SE, Sultan, WA 98294**, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform bi-weekly and monthly cleaning services at various City buildings throughout Duvall.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2024 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided in Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$42,744.00 (Forty-two thousand, seven hundred forty-four dollars and zero cents)** without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for



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a period of seven (7) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
 1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile



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Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be covered as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.

B. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

E. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in



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connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.



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15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Duvall Municipal Code and ordinances of the City of Duvall. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. Each party in any such action shall bear own attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
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Duvall, WA 98019

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Barb DeBock
Aim to Please Cleaning
16008 358th Ave SE
Sultan, WA 98294
360-391-6537



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18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 2023.

CITY OF DUVALL

CONSULTANT

Amy Ockerlander, Mayor

NAME, TITLE

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Attachments:

Attachment A – Request for Proposals (includes Scope of Services)

Attachment B – Proposal Costs

Certificate of Insurance (to be supplied by contractor)