INVITATION TO BID
Public Hospital District #2, Snohomish County
Kruger Clinic and Verdant Community Wellness Center
JANITORIAL SERVICES

SMALL WORKS ROSTER SOLICITATION

SECTION 1: Introduction
This Invitation to Bid (ITB) is being issued in accordance with RCW 35.22.620, which permits the use of a Small Works Roster to solicit bids. Only qualified vendors who have filled out an application to be on the Municipal Research Service Center (MRSC) Small Works Roster and have been accepted may submit bids. If you did not receive this solicitation directly from the Public Hospital District #2, Snohomish County you may not be eligible to bid. A Small Works Roster application is available at www.mrscrosters.org. Notice is hereby given that written bids will be received by Jen Mikolajczyk, Property Manager with Healthcare Realty, for Janitorial Services at the place and time as shown on the Timelines and Schedules Section 2 of this ITB.

Project Description: The Hospital District seeks a vendor to perform janitorial services in one or more of the Hospital District’s buildings.

Engineer’s Estimate: The Hospital District estimates that the costs for these services will be between $75,000 and $100,000 for each year of the contract. This includes window washing, carpet cleaning and pressure washing.

Optional Site Visit: The Hospital District will make the applicable structures open and accessible at the date, time and place as shown on the Timelines and Schedules, Section 2, of this ITB.

Schedules: The services proposed in answer to this ITB must be completed in a timely fashion according to the schedule here. Work must begin within ten (10) or more days following the issuance of the written Notice to Proceed. Vendor work shall be performed as dictated by the Hospital District’s property manager, unless the Hospital District authorizes an exception.

Prevailing Wages: This project is a Public Work as defined in RCW 39.04.010. The vendor shall comply with all provisions of RCW 39.12. The link to applicable prevailing wage schedule for journey level is https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. The prevailing wage rate for apprentice jobs is https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx. The vendor is responsible for filing the appropriate documents with the Department of Labor and Industries. The vendor’s cost of filing Prevailing Wage forms with the State Department of Labor and Industries are not reimbursable by the Hospital District.

Insurance: The awarded vendor shall provide evidence of insurance as described herein. This includes Workers’ Compensation, Liability, and Property Damage Insurance. The Public Hospital District #2, Snohomish County dba Verdant Health Commission and Healthcare Realty Services Inc. a Tennessee Corporation shall be named as an Additional Insured on each policy.

The Hospital District reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of the Hospital District. Bid results and questions pertaining to this project can be obtained by reaching the property manager, Jen, via e-mail at jmiko@healthcarerealty.com.
SECTION 2: Timelines and Schedules

Janitorial Services

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Friday, January 15, 2016</strong></td>
<td>ITBs available to Small Works Roster vendors via email notification.</td>
</tr>
<tr>
<td><strong>Tuesday, January 26, 2016</strong></td>
<td><strong>This site visit is optional but highly recommended.</strong> Vendors’ ONLY opportunity for a site visit will start <strong>promptly</strong> at 10:00 a.m. at the Verdant Community Wellness Center located at 4710 196th Street SW, Lynnwood, WA 98036. We will then meet at 1:00 p.m. at Kruger Clinic located at 21600 HWY 99, Edmonds, WA 98026</td>
</tr>
<tr>
<td><strong>Thursday, February 4, 2016</strong></td>
<td>Vendors’ written questions due.</td>
</tr>
<tr>
<td><strong>Monday, February 8, 2016</strong></td>
<td>Answers to vendors’ written questions due. These answers are those posed at the optional site visit PLUS any questions received by the property manager in email format by the date shown above.</td>
</tr>
<tr>
<td><strong>Bid Due Date</strong></td>
<td><strong>Respondents assume the risk of the method of dispatch chosen. The Hospital District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids.</strong></td>
</tr>
<tr>
<td><strong>5:00 p.m. Friday, February 12, 2016</strong></td>
<td>Submit your bid using the contact information listed in Section 3, Number 3 – Communication Restrictions: email, fax, USPS, courier, or hand-delivered.</td>
</tr>
<tr>
<td><strong>Monday, February 15, 2016</strong></td>
<td>Hospital District will announce apparent low bidder by close of business on date shown.</td>
</tr>
</tbody>
</table>

AFTER AWARD:

Awarded vendor must return signed contracts and insurance documents within ten (10) business days after receipt of materials from the Hospital District. Failure to return these documents may result in rejection of award, and the Hospital District could proceed to the next low bidder for award.

The project must be started within ten (10) days of the issuance of written notice to proceed.

The project must be completed within the timeframe specified in Section 1 following issuance of notice to proceed.
SECTION 3: Instructions to Bidders

1. **RESPONSE INSTRUCTION AND SUBMITTAL DEADLINES:** Bids may be submitted by using one of the methods listed in Number 3 – Communication Restrictions.

Submit your bid by the time and date shown in Section 2 of this document. It is the bidder’s responsibility to ensure that bids are received by the deadline. Bidders, who delay transmitting faxed or emailed bids until close to the deadline, risk that other fax or email traffic may delay the transmission until after the deadline. Bids received after the deadline will not be considered. Vendors may confirm transmissions are successfully received by contacting the property manager noted in Number 3 below, as documents that are not readable will be rejected by the Hospital District.

Vendors should allow normal mail delivery time to ensure timely receipt by the Hospital District.

Vendors assume the risk for the method of delivery chosen. Hospital District assumes no responsibility for delays caused by delivery.

This bid is not a formal public bid opening and reading. Bids are informally read and opened in the property management office by property management. The Hospital District reserves the right, under special circumstances, to hold public bid openings.

2. **COMMUNICATION RESTRICTIONS:** All communications regarding this bid must be directed to the property manager:

   Name: Jen Mikolajczyk, Property Manager
   Mailing Address: 7320 216th ST SW #15, Edmonds, WA 98026
   Physical Address: 7320 216th ST SW #15, Edmonds, WA 98026
   Phone: 425.775.4546
   Fax: 425.640.2580
   Email: jmiko@healthcarerealty.com

Unless authorized by the Property Manager, no other Hospital District official or employee can speak for the Hospital District regarding this bid. The Hospital District is not bound by information, clarification, or interpretations from other Hospital District officials or employees. Submitters should not contact the Hospital District officials or employees, other than the Property Manager. Failure to observe this requirement may be grounds for rejection of the vendor’s bid.

3. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** The Hospital District will not provide binding oral interpretations to bidders as to the meaning of bid or contract documents; oral communication is not binding upon the Hospital District. Requests for interpretation shall be made to the Property Manager until the time and date shown on Section 2. The Hospital District will provide an addendum for any substantial interpretation or change, which will be sent promptly to parties who received the bid. All addenda shall become part of the bid package.

4. **ADDENDA:** If the Hospital District issues addenda to these instructions, bidders must acknowledge receipt of the addenda on the bid form. It is the bidder’s responsibility to insure that they have received all addenda, although the Hospital District will make reasonable effort to provide addenda to all invited bidders. If receipt of addenda (if any) is not indicated on the bid form, the Hospital District may assume the bid considers all addenda OR the Property Manager may reject the bid.

5. **ALL OR NONE BIDS:** “All or none” bids are required. No exceptions or alteration of the bid documents will be accepted. Any acceptable alternates shall be specified and requested by the Hospital District.
6. **BID SHEET**: All quotations shall be submitted on the bid sheet enclosed herein.

7. **BID PRICE**: The bid shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and all management, superintendent’s labor and service, except as may be provided otherwise in the contract documents. The Hospital District will not be liable for any errors in any vendor’s bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The Hospital District reserves the right to make corrections or amendments due to errors identified in bids by the Hospital District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Property Manager will review the work sheets and if convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the bidder may be relieved of its bid.

After opening and reading bids, the Hospital District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the Hospital District. The Hospital District tax rate shall prevail over any calculated tax provided on the bid form. If tax is calculated improperly, the Hospital District shall utilize the Hospital District tax rate and calculate accordingly.

8. **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS**: Bid submission constitutes acknowledgement upon which the Hospital District may rely, that bidder thoroughly examined and is familiar with the bid, specifications and contract documents, familiar with all worksites, reviewed and inspected all applicable statutes, regulations, and resolutions dealing with or related to the work and services to be provided, and received and considered all addenda. Failure or neglect of bidder to do so shall in no way relieve the bidder from any obligations with respect to the bidder’s offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, or resolutions. A signed contract furnished to the successful vendor results in a binding contract without further action by either party.

9. **NEW OR USED**: All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the bid documents.

10. **SIGNATURES**: Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a bid or contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of bidder, upon request of the Hospital District. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.

11. **INCURRED COSTS**: The Hospital District is not liable in any way for any costs incurred by respondents in replying to this request.

12. **WITHDRAWAL OF BID**: Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Property Manager.
13. **ALTERATION OF BID:** A bid already submitted to the Hospital District may be changed in writing, if the notice of change is received before the bid submittal deadline. Such changes need to be signed by an individual authorized to submit bids on behalf of the firm.

14. **ERRORS AND OMISSIONS:** The Hospital District will not consider a claim of an error in a bid unless the claim is presented in writing within twenty-four (24) hours after the bids are opened. Additionally, bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than forty-eight (48) hours after the bids are opened.

15. **BID OPENINGS:** Bids are not publicly opened. Award information will be made available to all bidders as soon as practical following opening at the time and date specified. Results shall be available by emailing the Property Manager at jmiko@healthcarerealty.com.

16. **EXPIRATION:** Submittal of a bid certifies that bid remains valid until the Hospital District completes award and enters a contract with a winning vendor, which normally occurs within thirty (30) calendar days after bid opening. All bids will become void if the Hospital District decides to reject all bids.

17. **RIGHT TO REJECT BIDS:** The Hospital District reserves the right to reject any or all bids, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the Hospital District. Bids may be rejected by the Hospital District, with or without cause, in the best interest of the Hospital District and/or in the discretion of the Hospital District Property Manager. Causes for rejection may include, but are not limited to: (a) if prices are excessively unbalanced in the opinion of the Hospital District, (b) if bids are not in ink; (c) if unit prices are not evident; (d) if addenda are not acknowledged.

18. **NON-RESPONSIVE BID:** Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the Property Manager and not further considered.

19. **RESPONSIBLE BIDDERS:** The Hospital District shall consider only responsible vendors. Neither listing on the MRSC Small Works Roster nor the ITB guarantees that the Hospital District has found the firm responsible. The Hospital District Property Manager may reject bids from bidders that are not considered responsible, in the opinion of the Hospital District. Responsible vendors are those that have, in the sole judgment of the Hospital District, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform contract work. Responsible vendors bidding on the Kruger Clinic building must have prior medical office or medical facility cleaning experience. Vendors with no prior medical cleaning experience may bid solely on the Verdant Community Wellness Center. The Hospital District may also consider references and quality to determine responsibility. Vendors are ineligible to submit a bid if any owner has been convicted within the past ten (10) years of a crime that impugns honesty or integrity, or if the vendor has unsatisfied tax or judgment liens. Vendors shall have the required insurance at time of award, a valid and current Washington State vendor’s license, City business license appropriate to the work at time of bid, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered by the Hospital District to determine responsibility. The Hospital District reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility. In addition, the Hospital District reserves the right to determine responsibility under the guidelines of Standard Specification 1-02.14.

20. **BID AWARD:** If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the Hospital District to be responsive. In summary and as applicable to the Hospital District, Notice of Award shall be deemed to have been given when the Hospital District authorizes award. If no such authorization is required, Notice of Award
shall be when the purchase order and/or contract, addressed to the successful bidder at the address shown in the bid unless otherwise noted.

21. **PUBLIC INFORMATION:** All bids are public information once bids are tabulated and available for public information.

22. **CONTRACT RETURN:** The successful bidder will receive an award package from the Hospital District that includes the contract, request for insurance and bond documents. The successful bidder must immediately sign and return all requested documents to the Hospital District. These must be received by the Hospital District within the timeframe shown on the timeline in Section 2. Each bidder should perform any reviews and consideration of the contract prior to submittal, so that signature of contract can occur immediately following award. Each bidder should have preparations to immediately notify their insurance broker for the required insurance documents. If materials are not returned within the timeframe as shown on the timeline in Section 2, the Hospital District retains the right to cancel the award and award to the next lowest responsive and responsible bidder.

23. **FAILURE TO EXECUTE CONTRACT:** Should the awarded vendor fail to execute a contract within the terms and conditions herein, vendor may be removed from the eligible bidder’s list including the MRSC Small Works Roster.

24. **NON-COLLUSION:** Submittal and signature of a bid swears that the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

25. **BUSINESS LICENSE:** Vendors awarded a Hospital District contract are responsible for compliance with Washington State laws regarding possession of City business licenses. The cost of obtaining the business license is at the expense of the vendor and shall not be reimbursed by the Hospital District.

26. **PROTESTS:** The Hospital District shall respond to all formal, written protests made against the Hospital District for bid and contract awards. This applies to all informal Small Works bids, unless an alternative protest procedure has been specified in the bid document.

Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the contract, who is aggrieved in connection with the Hospital District solicitation or award of a contract may protest to the Hospital District in accordance with procedures herein.

**PROCEDURE:** The protesting party must submit a formal written statement to the Property Manager signed by the protesting party and submitted in a timely manner. The written protest statement must state the (1) name, address and phone number of the aggrieved person; (2) the bid title for which the protest is submitted; (3) the grounds for protest with specific and complete statement of the action(s) being protested; (4) a specific relief or ruling requested.

In no event shall a protest be considered if all bids are rejected, or after the contract in dispute has been executed by the Hospital District.

*In no case shall a bidder or protestor contact the elected Hospital District Commissioners regarding the protest or a possible protest action, or the protest will be considered void.* This criterion is to insure the ability of the Hospital District to respond appropriately and independently to the protest action without undue influence to the protest review.

**PRIOR TO BID OPENING OR DUE DATE:** Parties with a potential economic interest in the outcome of a bid may submit a formal written protest to any condition known or that should reasonably have been known prior to bid opening. This includes conditions and information stated
or provided in the solicitation documents, conditions occurring as a result of distribution of the
solicitation documents, conditions occurring during the solicitation process, conditions occurring
during any pre-bid meetings or conferences, and related matters prior to bid opening.

The property Manager must receive such written protest at least five (5) full business days prior to
the bid submittal deadline. After that time, interested parties shall be considered to have waived
their right to protest such issues.

AWARD: Hospital District may award and sign a contract at any time according to normal Hospital
District procedures. Once the Hospital District has signed a contract, the Hospital District shall
reject and no longer accept a protest related to that bid and contract award.

AFTER BID OPENING AND PRIOR TO AWARD: Within two (2) full business days (the
equivalent of sixteen [16] business hours) after the advertised date and time of bid opening,
as amended (Saturday, Sunday and legal Hospital District holidays excluded), any party
planning to protest must file written notice of such intention with the Property Manager. If
no notice is received by the Property Manager within the two (2) business days, all eligible
protesters will be considered to have waived their right to protest. Notice of intention must stipulate
(1) name, and address and phone number of the aggrieved person; (2) the bid title for under which
the protest is submitted; (3) the intended grounds for protest.

The complete protest, prepared in accordance with the criteria set forth in this procedure, must be
received by the party to whom the original Notice of Protest was submitted within two (2) business
days after the date and time of receipt of the Notice of Protest.

After the two (2) business days have passed from bid opening date/time, the Hospital District will
proceed as follows.

If a notice of intent to protest was filed with the Hospital District during the two (2) days
following bid opening, the Hospital District may, in the Hospital District’s determination:

- Suspend the award decision to allow consideration of the protest before award is
  made; or
- Declare intent to award and wait a minimum of sixteen (16) business hours (two [2]
  business days as defined above) before entering into a contract. Written notice of intent
to execute a contract shall be met by either one of the following methods:
  1. Public posting by the Hospital District with a named intent to award indicated on the
     posted tabulation, made public or accessible to the public by telephone and/or
     posting on the Hospital District internet location designated for bid results; or
  2. A Hospital District memorandum request to authorize award to the apparent
     successful bidder. The first memorandum request that is submitted to Commission
     for consideration shall be considered notice of intention to award.

After bid opening, only bidders that submitted a bid, subcontractors, or others that can show
substantial economic interest in the bid award and who are aggrieved are eligible to protest. After
bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to
award decisions, and are further limited to those items that were not known or could not have been
reasonably known prior to bid opening. Such issues that were known or should reasonably have
been known must have been protested prior to bid opening, and are no longer eligible as an issue
of protest. Only protests stipulating an issue of fact concerning the following subjects shall be
considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score or bid price upon which award decisions are based;
- Non-compliance with procedures described in the solicitation for the opening and award
  itself.
HOSPITAL DISTRICT RESPONSE TO A WRITTEN PROTEST: The Property Manager will receive the protest. Available facts will be considered and a decision will be issued by the Hospital District. The protesting party shall be notified of the decision.

The Hospital District may give notice of the protest and its basis to other persons, including bidders, involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information.

The Hospital District will issue a written decision, stating the reasons for the decision and informing the aggrieved person of his/her right to appeal to the Finance Director as appropriate to the jurisdiction of the bid and/or as named in the bid documents. The decision shall be mailed, electronically transmitted or otherwise promptly furnished to the aggrieved person and other interested parties. The decision will be considered final and conclusive unless appealed within two (2) business days (sixteen [16] business hours) of the written decision.

APPEAL: Any appeal must be made within two (2) business days of the determination being delivered by the Hospital District to the aggrieved party. An appeal must be in writing and submitted to the Property Manager. The written statement of appeal must provide a substantial basis for an appeal, based on the information submitted as part of the original protest. New information or basis of protest will not be considered during the appeal process. This shall be the final appeal provided to the protestor. The appeal shall be considered by the Finance Director for the bid jurisdiction, who shall consider all facts and issues, and shall issue a final decision on behalf of the Hospital District.

If the aggrieved party appeals the decision, then the subsequent determination shall be final and conclusive.

DETERMINATION: The determination by the Hospital District shall either:

- Find the protest lacking in merit and uphold the Hospital District’s action; or
- Find only technical or harmless errors in the Hospital District acquisition process and determine the Hospital District to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and pursue correction including correcting the errors and reevaluating the bids, and/or reissuing the solicitation to begin a new process; or
- Make other findings and determine other courses of action as appropriate.

SECTION 4: Scope of Work/Specifications

Section 4(A): Buildings to be cleaned

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Address</th>
<th>Approx. Total SQ/FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kruger Clinic</td>
<td>21600 HWY 99, Edmonds</td>
<td>42,121</td>
</tr>
<tr>
<td>Verdant Community Wellness Center</td>
<td>4710 196th Street SW, Lynnwood</td>
<td>8,180</td>
</tr>
<tr>
<td>Total Square Feet</td>
<td></td>
<td>50,301</td>
</tr>
</tbody>
</table>
Section 4(B) Scope of Work – VERDANT COMMUNITY WELLNESS CENTER

CLEANING SPECIFICATIONS AND GUIDELINES

All consumable products are supplied. Consumable supplies to be added to invoice as separate charge.

A. Common areas, offices, halls and meeting rooms

Nightly Services (6 nights per week)
1. Gather all waste and recycle and place in containers at pickup areas. Replace liners as needed.
2. Remove from office areas flattened cartons or boxes marked to throw away/recycle
3. Spot clean trashcan tops and sides
4. Vacuum all carpets
5. Sweep or dust mop all hard floors
6. Spot mop all hard floors
7. Spot clean finger marks from doorways, walls and wall switches
8. Spot clean fingerprints, smudges and stains on building directories, door frames, wall switches, relights and glass partitions.
9. Arrange magazines and leaflets neatly were applicable
10. Clean stains from desks, counters, table and other horizontal surfaces
11. Clean meeting room sinks
12. Spot clean fronts of cabinets

Weekly Services
1. Clean desktops when cleared
2. Dust all desktops, tables, chairs, windowsills, cabinets and other horizontal surfaces within reach

Monthly Services
1. Perform high dusting to include door frames and tops of cabinets (To be competed on a rotating basis through office)
2. Dust picture frames
3. Wash and disinfect trash receptacles when a spill from a broken liner occurs, as needed.

Quarterly Services
1. Edge carpets
2. Vacuum ceiling and wall vents

B. Break room and kitchen

Nightly Services
1. Pick up and stack neatly all magazines and newspapers. (Break room only)
2. Wipe clean table tops.
3. Wipe clean cleared areas of counter tops.
4. Spot clean front of counters and walls.
5. Wipe clean outside of appliances and cabinets
6. Clean and polish sink
7. Replenish paper towels from building stock
8. Sweep floor
9. Mop floor
10. Gather waste and replace liner from building stock
11. Spot clean trashcan tops and sides

C. Restrooms

Nightly Services
1. Clean with disinfectant all restroom basins, counter tops, toilets and toilet seats
2. Keep fixtures clean from scale at all times
3. Sweep all restroom floors
4. Damp mop all restroom floors
5. Clean and polish all mirrors, chrome and hardware
6. Replenish toilet tissue, hand towels, hand soap, seat covers and other restroom supplies from building stock.
7. Gather all waste and replace liners in receptacles
8. Place “OUT OF ORDER” signs on plugged toilets and report to management after reasonable attempt to unplug.

Weekly Services
1. Spot clean restroom walls and partitions.
2. Polish all stainless steel dispensers
3. Monthly Services
4. Wash and disinfect trash receptacles, as needed
5. Vacuum dust from ceiling exhausts fans.
6. High dust mirror tops and partition tops

D. Equipment

The contractor shall provide all equipment, tools and cleaning supplies necessary to perform the cleaning specification listed. The contractor shall keep all equipment clean and in working order.

Section 4(C) Scope of work – As needed Tasks for VERDANT COMMUNITY WELLNESS CENTER (separately priced on bid sheet)

To be bid and invoiced as separate charges
1. Carpet clean two times per year
2. Clean interior and exterior windows every April and October
3. Clean relights as needed as defined in property walk
4. Steam clean tile and grout annually

Section 4(D) Consumable supplies for VERDANT COMMUNITY WELLNESS CENTER

All consumable products are supplied. Consumable supplies to be added to invoice as separate charge.

To be bid and invoiced as separate charges
1. Toilet Tissue
2. Hand towels multifold, white
3. 42x48 compostable liners
4. 43x47 black liners
5. 23x32 black liners
6. Pink lotion soap

Section 4(E) Scope of work – KRUGER CLINIC

CLEANING SPECIFICATIONS AND GUIDELINES

All consumable products are supplied. Consumable supplies to be added to invoice as separate charge.

In the tenant spaces only building standard consumables supplied: paper towels, soap, toilet paper, seat covers, and trash can liners.

A. DAILY SERVICES - PUBLIC AREAS: (5) NIGHTS/WEEK, MONDAY THROUGH FRIDAY

Corridors and Lobbies

1. Vacuum clean all carpet areas, place mats, spot clean major stains.
2. Tiled floors will be polished as needed to present an attractive appearance at all times.
3. Dust all ledges and other flat surfaces including windowsills, chairs, tables, pictures and all manner of furnishings within reach with a treated cloth. Use extension pole for high window ledges and core lighting.
4. Remove fingerprints, smudges and stains on building directories, door frames, wall switches, relights and glass partitions.
5. Spot clean all vinyl wall coverings and painted surfaces.
6. Clean, disinfect and polish all drinking fountains.
7. Maintain janitor closets and fire hose cabinets in a clean and orderly condition.
8. Turn off all lights, leaving on only the emergency lights.
9. Dust signs with dry clean cloth.

Elevators

1. Floor will be vacuumed nightly including all corners WITH edges, spot clean if needed.
2. Elevator stainless steel and glass wiped cleaned.
3. Walls and rails wiped clean with treated cloth.
4. Clean and polish exterior of all elevator doors and trim.
5. Elevator door tracks vacuumed nightly.

Restrooms

1. Ceramic tile and vinyl floors will be mopped with disinfecting soap and machine scrubbed nightly removing any mop sludge accumulated on toilet base, wall and partitions.
2. Clean and polish mirrors, clean enameled surface and shelving.
3. Clean and polish plumbing piping, toilet seat hinges and other metal work.
4. Thoroughly clean and wash with disinfectant soap sinks, basins, urinals and toilet bowls; remove stains and make certain to clean under sides of rims.
5. Low ledges, sills, tops of partitions to be cleaned with damp treated cloth.
6. Damp wipe and wash with disinfectant all baby-changing tables. Ceramic tile should be wiped down, spot clean walls including all partitions next to toilets, urinals and sinks. Notify Supervisor in writing, etc. items that cannot be removed. Also notify Property Manager by written communication in a logbook.
7. Disposal trash can including sanitary napkin dispensers. Must be emptied, cleaned and disinfected regularly.
8. Soap dispensers, paper towel and toilet tissue dispensers wiped clean, polished and refilled. All dispensers to be checked nightly.
9. Check and fill feminine hygiene products nightly, supply provided by janitorial contractor and janitorial contractor will retain monies earned.

Exterior Entrance Areas

1. Sweep and vacuum walk off mats.
2. Empty and dry polish all trash cans.
3. Clean and polish glass on all entrance doors both sides.
4. Clean door facings.
5. Police Kruger exterior sidewalks; remove all trash.

B. DAILY SERVICES - TENANT AREAS: (5) NIGHTS PER WEEK, MONDAY THROUGH FRIDAY

1. All suite doors to remain locked and closed during cleaning.
2. Supervisor will not provide access to any suite to any persons other than direct cleaning crew.
3. Dust cleared surface areas of desks, chairs, office furniture, counter tops, filing cabinets, window ledges, top surfaces of copy machines, tables and other flat surfaces, straightening magazines if present. However, never move papers, unplug or move any office equipment unless arrangements are made with tenant and/or Management Office if cleared.
4. Spot clean cabinet doors and appliance exterior for spills
5. Exam Room counter tops and sinks to be cleaned with disinfectant cleaner.
6. Vacuum clean all carpet areas and spot clean all major stains four (4) inches in diameter or smaller, not to exceed two (2) spots per room. Remove all paper clips and staples from all floor areas.
7. Sweep and/or dust mop all hard surface floors. Spot clean floors.
8. Damp mop all hard surface floors.
9. Floors mopped and sanitized in suite #140 and #150
10. All wastebaskets emptied and wiped with damp cloth or washed when required. Replace plastic liner nightly.
11. All paper trash will be collected, bags tied and emptied into the building trash dumpster
12. Thoroughly clean and wash with disinfectant soap all sinks, basins, urinals and toilet bowls, remove stains and make certain to clean under sides of rims.
13. Soap dispensers, paper towel and toilet tissue dispensers wiped clean, polished and refilled. All dispensers to be checked nightly.
14. All vinyl wall covering and painted wall surfaces will be spot cleaned.
15. Lights to be turned off, doors locked and alarms set as requested.

C. WEEKLY SERVICES – TENANT AREAS

1. Dust and polish tops of desks (if cleared), chairs, office furniture, counter tops, filing cabinets, ledges, equipment and flat surfaces with treated cloth, removing all removable spots and dirt weekly.
2. Dust fixtures, picture frames, windowsills and window blinds.
3. Wipe out microwave ovens in the lounge areas.
4. Empty “catch basins” on bottled water coolers.
5. Wipe down tile walls and toilet compartment partitions
6. Wet mop all hard surface floors.
7. Flush floor drains with clear water and enzyme disinfectant, clean and polish metal drain cover.
8. Remove all scuffmarks from hard surface flooring.
9. Clean and polish plumbing piping, toilet seat hinges, and other metal work.
D. WEEKLY SERVICES - PUBLIC AND OTHER AREAS

1. Flush floor drains with clear water and enzyme disinfectant. Clean and polish metal drain cover.
2. Clean and service sand urns and change out sand weekly.

Building Elevator

1. Ceilings cleaned, lights wiped clean.
2. Elevator door tracks cleaned and polished.

Stairwells

1. All stairwell landings, stairs and flooring under stairs swept and mopped or vacuumed as required.
2. High areas cleared of cobwebs and dust using an extension tool.
3. All stairwell corners cleaned out.
4. All handrails wiped clean with disinfectant cleaner.
5. Light fixtures dusted.

Janitor Closets

1. Thoroughly cleaned and trash removed.
2. Floors mopped and kept clean
3. Maintain janitor closets and fire hose cabinets in a clean, orderly condition.

Outside Perimeter

1. Clean exterior trash cans and pick up trash around exterior of building
2. Wipe down bench and railing outside of Dentists office

E. MONTHLY SERVICES - ALL AREAS – PUBLIC AND OTHER AREAS:

1. Machine scrub (where appropriate) all tile hard surface floors, including grout, monthly in all common area restrooms and lobbies.
2. Wipe down baseboards when refinishing floors; do not allow buildup of wax.

Tenant Areas

1. All air duct vents, diffusers will be cleaned the first week of each month.

Public Areas

2. Building elevator stainless steel wiped clean and polished with treated cloth.

F. QUARTERLY SERVICES:

1. Strip and wax all vinyl floors in tenant suites at no additional charge. A rotating schedule is to be set up and a copy of said schedule given to Property Management Office.
G. OTHER SERVICES

1. All entrance doors to building and tenant areas are to be locked during hours of cleaning operation and under no circumstances will admittance be given to anyone not part of the cleaning company’s employ.
2. All cleaning should be performed using an industry standard disinfectant for proper sanitation.
3. Report all mechanical deficiencies, i.e. dripping faucets, running toilets to Supervisor who will give written notice to the Property Management Office via logbook.
4. Masking odors with deodorizers shall not be used in lieu of disinfectants.

H. EQUIPMENT

The contractor shall provide all equipment, tools and cleaning supplies necessary to perform the cleaning specification listed. The contractor shall keep all equipment clean and in working order.

Section 4(F) Scope of work – As needed Tasks for KRUGER CLINIC (separately priced on bid sheet)

To be bid and invoiced as separate charges

1. Carpet clean common areas four times per year
2. Clean interior and exterior windows every April and October
3. Clean relights every April
4. Steam clean tile and grout annually

Section 4(G) Scope of work – Tasks for KRUGER CLINIC – Specialized tenant work in suite #280 / #220 Puget Sound Gastro (separately priced on bid sheet and billed directly to tenant)

<table>
<thead>
<tr>
<th>TASK</th>
<th>As required</th>
<th>Per Week</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING and PROCEDURE ROOMS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean telephone handsets with disinfectant</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Spot clean doors and windows</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Spot clean walls and switch plates</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Clean counters and backsplashes</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Clean sinks</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Spot clean cabinet fronts</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Clean light fixtures with disinfectant</td>
<td></td>
<td></td>
<td>1x</td>
</tr>
<tr>
<td>Clean walls floor to ceiling with disinfectant</td>
<td></td>
<td></td>
<td>1x</td>
</tr>
<tr>
<td>Floors mopped and sanitized</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>Remove trash and clean trash can</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>High dusting</td>
<td></td>
<td>2x</td>
<td></td>
</tr>
<tr>
<td>Maintain room with lemon scented deodorizer</td>
<td></td>
<td>5x</td>
<td></td>
</tr>
<tr>
<td>DO NOT unplug equipment or move too much</td>
<td></td>
<td></td>
<td>5x</td>
</tr>
</tbody>
</table>
PRE / POST OP., Nurses station, clean/dirty rooms, clean workroom & clean storage, Scrub Area

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean open areas of counters, back splashes, tables &amp; get “dust bunnies” from under nurses counters</td>
<td>5x</td>
</tr>
<tr>
<td>Clean sinks and fixtures</td>
<td>5x</td>
</tr>
<tr>
<td>Clean windowsills</td>
<td>5x</td>
</tr>
<tr>
<td>Spot clean cabinet fronts</td>
<td>5x</td>
</tr>
<tr>
<td>Spot clean walls and switch plates</td>
<td>1x</td>
</tr>
<tr>
<td>Spot clean doors and wipe knobs</td>
<td>1x</td>
</tr>
<tr>
<td>Clean telephone handsets with disinfectant</td>
<td>5x</td>
</tr>
<tr>
<td>Remove trash and clean trash can</td>
<td>5x</td>
</tr>
<tr>
<td>Clean and fill soap / paper dispensers</td>
<td>5x</td>
</tr>
<tr>
<td>Wipe down beds, recliners, side tables</td>
<td></td>
</tr>
<tr>
<td>Floors mopped and sanitized, move wheeled equipment and rack, etc. in order to clean</td>
<td>5x</td>
</tr>
<tr>
<td>Vacuum all ceiling and wall vents</td>
<td>1x</td>
</tr>
<tr>
<td>Maintain room with lemon scented deodorizer</td>
<td>5x</td>
</tr>
<tr>
<td>High dusting</td>
<td>2x</td>
</tr>
</tbody>
</table>

Section 4(H) Consumable supplies for Kruger Clinic
All consumable products are supplied. Consumable supplies to be added to invoice as separate charge.

To be bid and invoiced as separate charges
1. Paper Towel, Multifold White
2. Toilet Tissue, 2 PLY Scott
3. Seat Cover 1/2 Fold 250/pk
4. Foam Soap
5. 40x48 Natural Liner
6. 40x48 Black Liner
7. 33x40 Natural Liner
8. 24x33 Natural Liner
9. Clean & Fresh Microburst
10. D Battery 1 dozen

SECTON 5: Bid Sheet
The following Three (3) pages comprise the formal bid offer. Complete ALL pages and return to the Property Management Company via email, fax, mail or hand delivery to the Property Manager listed in Section 3, Number 3 – Communication Restrictions. Please include a 4th page to the formal bid offer to include a detailed list of all consumable supplies.

Do not use any other form to submit your offer. Submit no later than the day and time shown in Section 2.
Janitorial Services
Verdant Community Wellness Center Bid

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- Bid sheet must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Approx SQFT</th>
<th>Days Open</th>
<th>Carpet Cleaning</th>
<th>Tile Cleaning</th>
<th>Window Cleaning</th>
<th>Relights Cleaning</th>
<th>*Consumable Supplies</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verdant</td>
<td>8,180</td>
<td>M-Sa 8a-10p</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal:</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Times per year:</td>
<td>X 2</td>
<td>X 1</td>
<td>X 2</td>
<td>X 4</td>
<td>X 12</td>
<td>X 12</td>
</tr>
<tr>
<td>Total Annual Price:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

(Sum of Six Total Annual Prices) **Total Bid** (not including tax) $___________________

Vendor Name: ___________________________________________
Signature: __________________________________________ Date: __________________________________

Title: ______________________________________
*Please include a detailed list of consumable supplies with bid sheet. (Quantity amount per case, thickness of trash liners, etc.)
# BID SHEET

## Janitorial Services

**Kruger Clinic BID**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- □ Bid sheet must be signed.
- □ Use ink and print legibly.
- □ Unit prices, when relevant, are mandatory and shall control.
- □ Initial and date any changes, erasures or cross-outs.

## Building Name

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Approx SQFT</th>
<th>Days Open</th>
<th>Carpet Cleaning</th>
<th>Window Cleaning</th>
<th>Relights Cleaning</th>
<th>Tenant Work</th>
<th>*Consumable Supplies</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kruger Clinic</td>
<td>42,121</td>
<td>M-F 7a-8p Sa 8a-5p</td>
<td>4(F)1</td>
<td>Unit Cost for one time</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4(F)2</td>
<td>Unit Cost for one time</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4(F)3</td>
<td>Unit Cost for one time</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4(G)</td>
<td>Unit Cost for one month</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4(H)</td>
<td>Unit Cost for one month</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4(E)</td>
<td>Unit Cost for one month</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

| Subtotal: | $ | $ | $ | $ | $ |
| Times per year: | X 4 | X 2 | X 1 | X 12 | X 12 | X 12 |
| Total Annual Price: | $ | $ | $ | $ | $ |

(Sum of Six Total Annual Prices) **Total Bid** (not including tax) $__________

Vendor Name: __________________________________________

Signature: __________________________________________ Date: ______________

Title: __________________________________________

*Please include a detailed list of consumable supplies with bid sheet. (quantity amount per case, thickness of trash liners, etc.)
HOSPITAL DISTRICT
Janitorial Services
Response Cover Sheet

Has your company operated at least one (1) year without interruption? Yes No

Has an owner of your company been convicted of a crime within the past 10 years? Yes No

Does your company have experience cleaning medical facilities? Yes No

Does any employee or official of the Hospital District have any financial or other interest in your firm? Yes No

If selected, do you agree to execute a contract essentially the same in form as the sample contract attached in the Invitation to Bid? Yes No

Does your company maintain insurance in amounts specified by Hospital District contract? (if no, this does not necessarily eliminate vendor from submittal): Yes No

If no, describe differences: __________________________________________________________

Are there any claims pending against this insurance policy? Yes No

If yes, describe ________________________________________________________________

Does your company maintain Professional Liability Insurance? Yes No

Has your company been in bankruptcy, reorganization or receivership in the last five years? Yes No

Has your company been disqualified by any public agency from participation in public contracts? Yes No

Is your company licensed to do business in the State of Washington? Yes No

Are you on Comptroller General’s list of ineligible vendors or list of parties excluded from federal procurement or non-procurement programs? Yes No

The undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this requirement.

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor’s representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF COMPANY ________________________________________________

TYPE OF BUSINESS □ Corporation □ Partnership (general) □ Partnership (limited)
□ Sole Proprietorship □ Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI) ________________________________

ADDRESS _____________________________________________________________

CITY/STATE/ZIP __________________________________________________________

EMAIL ADDRESS _______________________________________________________

PHONE _______________________________ FAX _____________________________

NAME (Please Print) _______________________________ TITLE ___________________

SIGNED _______________________________ DATE ___________________________
GENERAL PROVISIONS

Small Works

These general provisions are hereby a part of the conditions agreed to by the vendor upon Bid.

1. **Applicable Law and Forum:** Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

2. **Acceptance of Award:** If awarded vendor begins work, the vendor is deemed to have agreed to all addenda, bid, special provisions, contract plans, general provisions, amendments to the Standard Specifications, Standard Specifications and standard plans, contract, and all other related documents. If such work is accepted by the awarded vendor before the Hospital District receiving a signed contract, both parties shall regard the contract and documents to be in force.

3. **Contract Documents:** The addenda, bid, special provisions, contract plans, general provisions, amendments to the standard specifications, standard specifications, standard plans shall be a part of and constitute the contract entered into by the Hospital District and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.

4. **Notice to Proceed:** Vendor shall not commence work until Notice to Proceed has been given by the Hospital District. A notice to proceed will be given after the contract has been executed by the Hospital District and the vendor, and where applicable, by any State or Federal agencies responsible for funding any portion of the project. The time allowed for substantial completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten (10) calendar days after the date of issuance of the notice to proceed or the date work commences, whichever is earlier.

5. **Change Orders:** The Hospital District reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change notice from the Property Manager. The execution of a change order shall constitute a waiver of claims by the vendor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.

6. **Vendor Clean-Up:** All debris resulting from vendor’s work, delivery or installation of equipment shall be disposed of entirely by the vendor in an efficient and expeditious manner as required and directed by the Property Manager.

7. **Inspection and Acceptance:** Work performed under this contract will be monitored and inspected by the Property Manager, and accepted by the same.

8. **Warranties:** Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee to the Hospital District. Bidder shall submit in writing, and detail the warrantee covering said item(s) or as soon thereafter as immediately required by the Hospital District.

9. **Guarantee:** Vendor hereby guarantees that all of the work, materials or equipment furnished under this contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
10. **Vendor Responsible for Work:** Vendor shall be responsible for all work until its acceptance by the Hospital District and vendor will not be released from responsibility for any part of the work until one (1) year after it has been accepted.

11. **Approvals:** Materials purchased are subject to the Hospital District approval and if rejected are held subject to the vendor’s risk and expenses incurred for its return as approved by the Property Manager.

12. **OSAWISHA:** Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless the Hospital District from damages assessed against the Hospital District because of vendor’s failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

13. **Compliance With Laws:** Vendor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the purchaser harmlessly against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the vendor for any of the above reasons.

14. **Taxes:** The vendor shall include Washington State Sales and Local Tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary.

15. **Licenses and Permits:** Vendor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Hospital District may charge vendors for any of the Hospital District permits that are issued, and such costs, if any, shall be borne by the vendor.

16. **Safety Measures:** All work under this Contract shall be performed in a safe manner. Vendor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Vendor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Vendor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

17. **Prevailing Wages:** Prevailing wages shall apply to all work, in compliance with State RCW and Standard Specifications. It is the responsibility of the vendor to file all required forms with the State of Washington, Department of Labor and Industries, in a timely manner.

18. **Worker’s Benefits:** Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the Hospital District may retain such payments from any money due vendor and pay the same into the appropriate fund.

After final completion of all work on the project, vendor shall submit a “Request for Release” to the Washington State Department of Labor and Industries on the form they provide. The “Request for Release” form of the Department of Labor and Industries is also for obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

19. **Equal Opportunity and Nondiscrimination:** “The Equal Opportunity Clause” in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference. Also see Article 1-07.11 of Standard Specifications. In all hiring or
employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

20. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Hospital District be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this contract.

21. **Warranty of Title:** The vendor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor, to recover under any bond given by the vendor for their protection, or any rights under any law permitting such persons to look to funds due the vendor in the hands of the Hospital District.

22. **Guarantee of the Work:** The vendor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The Hospital District will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by the Hospital District until the work or, equipment is repaired or replaced by the vendor and accepted by the Hospital District. In the event that fewer than ninety (90) days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) days’ guarantee of the work from the date of acceptance of such repair or replacement.

23. **Insurance:** The vendor shall not start work under this contract until vendor has furnished proof of insurance as required hereunder and such insurance has been approved by the Hospital District; nor shall vendor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by the Hospital District shall not relieve or decrease the liability of vendor for any damages arising from vendor’s performance of the work.

**Vendor shall procure and maintain during the life of this contract, Commercial General Liability, and Automobile Liability Insurance, as detailed herein, to protect the Hospital District and vendor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the vendor or any subcontractor or by anyone directly or indirectly involved or employed by either of them.**

**Vendor insurance policies shall include the Hospital District as Additional Named Insured, Form CG 2010 11 85, on a Primary Basis** and others if required by contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to the Hospital District through certified mail. Exceptions to form must be approved by the Director of Finance or designee.
A Certificate of Insurance including the Additional Named Insured Endorsement on Form CG 2010 11 85 shall be filed with the Hospital District after award, but prior to execution of the contract, for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the Director of Finance or designee.

Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail thirty (30) day written notice to the certificate holder named at the left using certified mail.

Failure of the vendor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the contract and of any and all obligations regarding the same.

Approval of the insurance, by the Hospital District, shall not relieve or decrease the liability of the vendor for any damages arising from vendor's performance of the work.

Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect the vendor and the Hospital District from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the vendor’s obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily injury and Property Damage Insurance shall be written with limits of liability of no less than $1,000,000 combined single limits, per occurrence and $2,000,000 in aggregate, and shall include:

- Premises & Operations;
- Owners and Vendors Protective;
- Products Liability, including completed Operations Coverage;
- Contractual Liability;
- Broad Form Property Damage;
- Commercial Form (to include Extended Bodily Injury);
- Employees as Additional Insured;
- Explosion, Collapse & Underground Hazard;
- Independent Vendors;
- Personal Injury;
- Stop Gap;
- Cross Liability Clause.

Automobile Bodily Injury shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than $1,000,000 Combined Single Limit. Coverage shall include:

- All owned automobiles;
- Non-Owned automobiles;
- Hired Automobiles;
- Any automobiles.
Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is cause by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at any time resulting therefrom.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the vendor’s responsibility for payment of damages resulting from operations under this contract.

The coverages provided by this policy are primary to any insurance maintained by the Hospital District.

Inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company’s liability beyond the amount or amounts for which the contract would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled “Hold Harmless Clause.”

In the event the vendor is required to make corrections on the premises after the project has been inspected and accepted, s/he shall obtain at his/her own expenses, and before commencement of any corrective work, full insurance coverage as specified herein.

24. Gifts and Gratuities: Businesses must not offer, nor the Hospital District employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with the Hospital District business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Vendors and the Hospital District employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the Hospital District Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to Hospital District business.

25. Assignment: Neither party may assign any portion of the contract work without the prior consent of the other party.

26. Delays and Extensions of Time: The vendor will be granted equitable extensions of time by the Hospital District under the following circumstances:

A delay caused by any suit or other legal action against the Hospital District will entitle the vendor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the Hospital District will, upon request of the vendor, in writing, either negotiate a termination of the contract or grant a further extension of time, whichever may at the time be in the best interests of the Hospital District.

There shall be no delays or extensions due to inclement weather, unless the Property Manager agrees with the vendor that weather is abnormal to the season, and could not be normally expected to occur for this region.

Should other unforeseen conditions occur beyond the reasonable control of vendor, or should performance of work under a change order make the work more complex or difficult than originally specified and shown on the scope of work, and such work, in the vendor’s opinion, requires more
time to execute than allowed by the contract, the vendor shall notify the Hospital District in writing prior to the performance of such work, setting forth in detail its estimate of the added time and cost required for such work. The Hospital District will, if such estimate is approved, allow an equitable extension of the original contracted dollar amount.

27. **Breach:** In addition to the events defining a breach as outlined under Standard Specification 1-07.10 (1), a breach of a term or condition of the contract shall mean any one or more of the following: (1) vendor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) vendor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) vendor makes any general assignment for the benefit of creditors; (4) in the Hospital District’s sole opinion, vendor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for vendor or any of the vendor’s property; (7) vendor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the Hospital District’s sole opinion, renders the vendor unable to perform any aspect of the contract.

28. **Default:** In addition to the events defining a default as outlined under Standard Specification 1-07.10 (1), a vendor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

29. **Termination for Breach and/or Default:** Refer to Standard Specification 1-08.10 (1). In addition, the Hospital District shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the vendor by reason of the vendor’s breach, as provided by law.

30. **Opportunity to Cure Default:** Refer to Standard Specification 1-08.10 (1). In summary, in the event that vendor fails to perform a contractual requirement or materially breaches any term or condition, the Hospital District may issue a written or oral notice of default and provide a period of time in which vendor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate vendor’s liability for liquidated or other damages. The Hospital District is not required to allow the vendor to cure defects if the opportunity for cure is not feasible as determined solely by the Hospital District. The Hospital District may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the vendor.

31. **Remedies for Cure of Default:** If the nonperformance, breach or default remains after vendor has been provided the opportunity to cure, the Hospital District may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend vendor from receiving future invitations to bid. The Hospital District may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

32. **Termination for Convenience:** The Hospital District may terminate this contract, in whole or in part, at any time by written notice to the vendor.

33. **Payments:** Refer to Standard Specification 1-09.9. In addition, the vendor shall be paid, upon submission of a proper payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76.020, Section 4C. Submitted payment requests must contain the following minimum information:
   a. Item number, quantity and description as appropriate;
   b. Unit and extended prices;
   c. Shipping charges when applicable,
   d. Affidavit of Prevailing Wages Paid from the Department of Labor and Industries,
   e. Sales tax as applicable.
Mail Payment Requests to:
Public Hospital District #2, Snohomish County
4710 196th Street SW
Lynnwood, WA 98036

Vendor shall be paid within thirty (30) days after receipt of an undisputed invoice.

34. **Claims and Dispute Resolution**: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between the Hospital District and vendor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the claim. A notice of a potential or future claim does not constitute a claim. Any claims of the vendor against the Hospital District for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of the Hospital District shall in any way be deemed a waiver of the requirement for timely written notice and a timely written claim unless the Hospital District provides vendor with an explicit, unequivocal written waiver.

   a. All claims must be addressed to: Public Hospital District #2, Snohomish County
      4710 196th Street SW, Lynnwood, WA 98036
   b. Vendor shall submit in writing to the Hospital District all claims, within fourteen (14) days of the event giving rise to the claim. Written claim(s) must specify the conditions and requested relief. The Hospital District shall consider such claim and shall meet with the vendor to confer and attempt to resolve the claim.
   c. Vendor shall diligently carry on the work and maintain the vendor’s construction schedule during any dispute resolution proceedings, unless otherwise agreed by it and the Hospital District in writing.

**Mediation**: If the claim is not resolved in the process provided immediately above, neither the vendor nor any subcontractor or supplier of any tier may bring a claim against the Hospital District in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the Hospital District and vendor.

**Litigation**: Vendor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of vendor shall be solved and released unless vendor complies with the time limits above, and litigation is served and filed within the earlier of (a) one hundred twenty (120) days after the day of substantial completion designed in writing by the Hospital District (provided that a mediation session has occurred as provided above); or (b) sixty (60) days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Hospital District.

35. **Removal from Shared Small Works Roster for Failure to Perform**: The Hospital District retains the right to report the awarded vendor to the Municipal Research Service Center (MRSC) Rosters, if in the Property Manager’s opinion, the vendor has failed to satisfactorily and promptly perform and/or complete the Project as required by the Hospital District.

36. **Indemnification**: To the maximum extent permitted by law, the vendor shall be liable for and shall hold the Hospital District harmless from all damages and injuries caused to persons or property arising out of the performance of this contract. The vendor agrees to assume the defense of the Hospital District and its officers and employees in all legal proceedings or claims with third parties connected with the vendor’s performance under this contract, to pay all expenses, including reasonable attorney’s fees, incurred by the Hospital District directly or indirectly on account of such
legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.

37. **Patents, Trademarks and Copyrights:** Vendor warrants that products furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold the Hospital District harmless in the event of infringement or claim thereof.

38. **Liens/Title:** Vendor warrants that items to be furnished are free and clear of all liens and encumbrances and that vendor has good and marketable title to same.

39. **Hold Harmless:** The vendor shall hold the Hospital District and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the vendor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the vendor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the Hospital District, the vendor shall pay the same.

40. **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the vendor in connection with this contract shall be the property of the Hospital District whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the Hospital District at its request and may be used by the Hospital District as it sees fit. Vendor shall preserve the confidentiality of all the Hospital District documents and data accessed for use in vendor’s work product.

41. **Workers Right to Know:** WAC 296-62-054 requires that manufacturers of hazardous substances include with each delivery, a MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to “carcinogenic ingredients” and “routes of entry” of the product(s) in question.

42. **Mutual Responsibility of Vendor:** If, through acts of neglect on the part of the vendor, any other vendor or any subcontractor shall suffer loss or damage on the work, the contract agrees to settle with such other vendor or subcontractor by agreement or arbitration if such other vendor or subcontractors will so settle. If such other vendor or subcontractor shall assert any claim against the Hospital District account of any damage alleged to have been sustained, the Hospital District shall notify vendor, who shall indemnify and save harmless the Hospital District against any such claim.

43. **Compensation and Employee’s Liability Insurance:** Vendor shall maintain Worker’s Compensation Insurance as required by State Statute for all employees engaged in work on this contract. Should any work be subcontracted, the vendor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all subcontractor employees engaged in the work. In the event any class of employees engaged in work under this contract at the project site is not covered under the Workmen’s Compensation Insurance as required by State statute, the vendor shall provide and shall cause each subcontractor to provide Employer’s Liability Insurance with a private insurance company for limits of at least $100,000 each person and $300,000 each accident and furnish satisfactory evidence of the same.

44. **Scope of Work:** The Hospital District retains the right to ADD and/or DELETE buildings to be cleaned named in Section 4(A) at the rate quoted by the vendor in its response to this bid. The Hospital District also retains the right to modify the services rendered under this contract. The cost for such modifications in the scope of work shall be adjusted upon mutual written agreement by
both parties. In the event the parties cannot mutually agree to the changes, either party may terminate the agreement with 60 days written notice to the other party.

45. **Term of Contract**: The term of this contract shall be one (1) year with two (2) additional one (1) year renewal terms, upon mutual written agreement by both parties.