CITY OF NORTH KANSAS CITY

CONTRACT SERVICES AGREEMENT FOR

JANITORIAL SERVICES

THIS CONTRACT SERVICES AGREEMENT (this "Agreement") is made and entered into this ______ day of ______, 2017, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and municipal corporation in the State of Missouri (the "City") and ______, a _____, a ______ (the "Contractor").

WITNESSETH:

WHEREAS, the City is desirous of entering into an agreement with the Contractor, whereby the Contractor will provide certain services to the City, all as set forth hereinafter in this Agreement and the Contractor is desirous of entering in an agreement with the City.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1.0 SERVICES OF CONTRACTOR

1.1 <u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A", and incorporated herein by reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that the Contractor is a provider of first class work and services and the Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, the Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder. For the purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 <u>Contractor's Proposal</u>. The City accepts Contractor's proposal ("Proposal") to provide cleaning/janitorial services at the City's designated facilities as described in the request for proposals, and the Contractor agrees to perform the services described in the Contractor's Proposal as modified by the terms and conditions contained in this Agreement. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid and this Agreement, the terms of this Agreement shall govern.

1.3 <u>Compliance with Law</u>. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. The Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

1.5 **Familiarity with Work**. By executing this Agreement, the Contractor warrants that the Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has been on the premises where the work and services are to be performed and is thoroughly familiar with the premises and the structures thereon, (c) has carefully considered how the services should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, the Contractor warrants that the Contractor has, or will, investigate the site and is or will

be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the services hereunder, the Contractor shall immediately inform the City of such fact and shall not proceed except at the Contractor's risk until written instructions are received from the City.

1.6 <u>**Care of Work.**</u> The Contractor shall adopt reasonable methods during the life of this Agreement to furnish appropriate protection to the work, and the equipment and materials used to perform and carry out the work shall be appropriate and proper, with the expressed intent of preventing losses or damages. The Contractor shall be responsible for all such damages, to persons or property, for the work performed and services provided to the City, except such losses or damages as may be caused by the City's own negligence.

1.7 **Further Responsibilities of Parties**. Both parties agree to use reasonable care and diligence to perform their respective obligations under the Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform the Agreement, which said adjustments are subject to the written approval of the Contractor. It is expressly understood by the Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

1.9 **Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.10. **Presence of Hazardous Materials**. The Contractor acknowledges that the City stores and uses hazardous materials throughout the City's facilities. The Contractor assumes the risk of harm to its employees, their property or the property of the Contractor resulting from contact with hazardous materials while the Contractor's employees or property are on the City's property.

2.0 COMPENSATION

21 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. but not exceeding the maximum contract amount of Dollars (\$ ____) ("Contract Sum").

2.2 <u>Method of Payment</u>. Provided that Contractor is not in default under the terms of this Agreement, the Contractor shall be paid as outlined in Exhibit "C" Schedule of Compensation.

3.0 COORDINATION OF WORK

3.1 **<u>Representative of Contractor</u>**. is hereby designated as being the principal and representative of the Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 <u>Contract Officer</u>. The City's Public Works Director is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Administrator of the City shall have the

right to designate another Contract Officer by providing written notice to the Contractor. Unless otherwise specified herein, any amendment to this Agreement must be approved on behalf of the City by action of its City Council.

3.3 **Prohibition against Subcontracting or Assignment**. The Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

3.4 **Independent Contractor**. Neither the City nor any of its officials or employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 **Insurance**. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) <u>Commercial General Liability Insurance</u>. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least Two Million Dollars (\$2,000,000) bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of North Kansas City as an additional insured in accordance with standard additional insured endorsement ISO form CG 20 10 11 85 or equivalent language.

(b) <u>Workers' Compensation Insurance</u>. Contractor shall maintain a policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of Missouri and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) <u>Business Automobile Insurance</u>. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) <u>Additional Insurance</u>. Additional limits and coverages, which may include professional liability insurance, will be specified in Exhibit B.

All of the above policies of insurance shall be primary insurance. (Reference Section 4.4 regarding sufficiency.) The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the City.

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is

otherwise responsible. In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 **Indemnification**. The Contractor agrees to indemnify the City, its officers, officials, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of the Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of the Contractor hereunder, or arising from the Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, officials, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the City, its officers, officials, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the City, its officers, officials, agents, and employees harmless therefrom;

(c) In the event the City, its officers, officials, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the City, its officers, officials, agents or employees, any and all costs and expenses incurred by the City, its officers, officials, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 **Janitorial Service Industry Bond**. The Contractor shall provide the City a "janitorial service industry bond" in the minimum amount of \$25,000 to protect the City of loss caused by dishonest acts of the Contractor's employees. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall survive the termination of this Agreement.

4.4 **Sufficiency of Insurer or Surety**. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Missouri, rated "A" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Council or designee of the City Council due to unique circumstances. In the event the City Administrator determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 4 may be changed accordingly upon receipt of written notice from the City Administrator or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City Administrator to the City Council of City within ten (10) days of receipt of notice from the City Administrator.

5.0 TERM AND ADDITIONAL PERIODS

5.1 <u>Initial Term</u>. The initial term of this Agreement shall begin on May 1, 2017, and shall end on April 30, 2018. The payment of any compensation due under this Agreement for any year within the initial term provided for herein is contingent upon the annual appropriation of funds by the City Council of the City. The failure of the City Council to appropriate funds for this purpose shall relieve all parties from any responsibility under this Agreement. 5.2 **Renewal Terms.** By action of the City Council, the City may extend the term of this Agreement for up to two (2) additional (1) year periods. Not less than ninety (90) days prior to the expiration date of the initial term or any renewal term, the City shall notify the Contractor in writing of its intent to exercise any renewal option or allow the Agreement to expire.

5.3 **Transition Term**. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, the Contractor and the City shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing.

5.4 <u>Termination Prior to Expiration of Term</u>. Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, the Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and the City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 <u>**Covenant against Discrimination**</u>. The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 <u>Non-liability of City Officers and Employees</u>. No officer, official or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 <u>Conflict of Interest</u>. No officer, official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 <u>Notice</u>. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Administrator and to the attention of the Contract Officer, CITY OF NORTH KANSAS CITY, 2010 Howell, North Kansas City, Missouri 64116, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 **Interpretation**. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 **Integration; Amendment**. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 <u>Severability</u>. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 **Waiver**. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 <u>Attorneys' Fees</u>. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 **Corporate Authority**. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6.11 <u>Governing Law and Forum</u>. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

6.12 <u>Authorized Employees</u>. The Contractor acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, where the contract is for an amount in excess of five thousand dollars. The Contractor therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit "D" and submit it to the City.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF NORTH KANSAS CITY, MISSOURI

a Missouri municipal corporation

ATTEST:

Ву: _____

Mayor

Ву: ___

City Clerk

CONTRACTOR:

Ву____

Signature

Print Name and Title

Corporations require two signatures: one from each of the following: A. Chairman of Board, President, or any Vice President; and B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

By: ___

Signature

Print Name and Title

Mailing Address of Contractor:

EXHIBIT "A" SCOPE OF WORK

CITY OF NORTH KANSAS CITY JANITORIAL SERVICES

GENERAL INFORMATION:

- 1. The initial term of this contract is for one (1) year. Approximately 60 days prior to the end of the period, a review will be held for the purpose of conducting a performance review, consider changes to the scope of work, and other considerations. The contract may be changed and/or cancelled by the City and/or vendor for any reason with a thirty (30) day notice.
- 2. The contractor shall provide contact information of the company's designated representative in the form of the e-mail address and phone number. The representative will address all complaints, questions, and requests for services regarding janitorial services in a prompt manner.
- 3. All janitorial services performed will be completed under competent supervision with the working hours to be determined by City staff at each department or location. The hours will be scheduled, for each department or location. All work will be completed in a courteous and responsible manner in order to maintain the premises of the City's properties in high-quality condition at all times.
- 4. All work will be done in a responsible workmanlike manner in order to maintain the premises of the Police Station, City Hall, NKC Library and the NKC Parks & Recreation in first-class condition at all times.
- 5. All daily specifications will be performed for City Hall, Police Station, and Parks & Recreation on a Monday, Wednesday, and Friday schedule. The Library building daily specification will be performed on a Monday, Tuesday, Wednesday, Thursday, Friday schedule after closing.
- 6. The contractor shall provide proof of insurance to the City and be bonded. Insurance will include a minimum of \$2,000,000 in general liability, as well as Workman's Compensation, and an endorsement naming the City of North Kansas City, Missouri as insured.
- A Form of Affidavit is required stating that the business entity does not knowingly employ any person who is an unauthorized alien, per requirements of the Missouri Code of State Regulations, 15 CSR 60-15.020 Form of Affidavit.
- 8. The City is a tax-free entity. There will be no sales tax on the projects. The proper Missouri Project Exemption Certificates will be provided to the successful contractors.
- 9. The janitorial company will provide eco-friendly cleaning supplies and disinfectants, mops, brooms, buffers, and all other products and equipment as needed along with products such as paper towels, toilet paper, trash can liners, and hand soap.

Administration 2010 HOWELL

ADMINISTRATION SPECIFIC INFORMATION:

- 1. All of the services provided will be done according to a schedule established by the Administration Department.
- 2. A system of communication will be set up by the Administration Department to enable the Administration staff and janitorial staff to communicate needs and concerns.
- 3. Employees working in the Administration Department must submit to a background check.
- 4. All janitorial services performed for the Administration Department will be completed after 9:00 p.m. on Monday, Wednesday, and Friday.
- 5. Administration Department includes Administration area, Council Chambers, Judges Chambers, IT Area (all on first floor), Public Works and Community Development (on second floor)

(Remainder of page intentionally left blank)

JANITORIAL SERVICES FREQUENCY SCHEDULE FOR CITY HALL, 2010 HOWELL STREET, NORTH KANSAS CITY, MISSOURI

TASK	DAILY	WEEKLY	MONTHLY	AS REQUESTED
Vacuum and spot clean main area carpet and doormats	Х			
Empty all wastebaskets, reline with new trash bags, and place all				
trash in outside trash dumpster	Х			
Empty large recycling containers in lobby, kitchen, supply room,	Х			
and IT area on the 1 st floor and in the printer room in Public				
Works. Place all recycling in outside recycling container				
Clean all water fountains with disinfectant	Х			
All restrooms (public & staff) will be cleaned with disinfectant. All				
sinks, commodes, urinals, shall be cleaned inside and out. Dust				
mop & wet mop all floor surfaces. All surfaces will be wiped down.				
Mirrors will be cleaned with glass cleaners. Replenish all paper				
towels, toilet paper, and soap dispensers.	Х			
Clean glass service windows on both sides with glass cleaner		Х		
Clean glass doors with glass cleaners	Х			
Dust mop & wet mop all hard floor surfaces in entryway, corridors,				
kitchens, stairwells, elevators, and common areas. Remove all				
scuff marks.	X			
Clean all tables and counter tops in the kitchen and break room	Х			
areas				
Wipe down furniture in common areas		Х		
Clean and disinfect stair handrails	Х			
Dust all horizontal surfaces, windowsills, and desk sides and tops				
(only if cleared off)		Х		
Dust all vents including ceiling vents and mini blinds			X	
Damp wipe and clean elevator walls, threshold, and tracks			Х	
Clean upholstered chairs in office, council chambers, and other				
areas (separate bid)				X
Steam clean carpeted areas (separate bid)				X
Strip and wax tiled areas (separate bid)				Х

BID SHEET CITY HALL

Monthly Lump Sum:			
•			
D: A marcel Units also and Class			
Bi-Annual Upholstery Clea	ning:	 	
Bi-Annual Carpet Cleaning	:	 	
Bi-Annual Strip & Wax Til	e Floors:	 	
Company Name:			
company rume.			
~			
Company Address:		 	
Signature:		 	
Date:			
-			· · · · · · · · · · · · · · · · · · ·

POLICE STATION 2020 HOWELL

POLICE SPECIFIC INFORMATION:

- 1. All of the services provided will be done according to a schedule established by the Police Station.
- 2. A system of communication will be set up by the Police Station to enable the Police Station staff and janitorial staff to communicate needs and concerns.
- 3. Employees working in the Police Department must submit to a background check.
- 4. All janitorial services performed for the Police Department will be completed under competent supervision between the hours of 5:00 pm and 9:00 pm. A part-time day crew, which will work on Monday mornings, will be responsible for the weekly cleaning of the garage and emptying wastebaskets from 24/7 work areas.

(Remainder of page intentionally left blank)

JANITORIAL SERVICES FREQUENCY SCHEDULE FOR POLICE STATION, 2020 HOWELL STREET

TASK	DAILY	WEEKLY	MONTHLY	AS REQUESTED
Vacuum and spot clean main area carpet, doormats, and main				
stairway	Х			
Empty all large recycling containers	Х			
Empty all wastebaskets, reline with new trash bags, and place all				
trash in outside trash dumpster	Х			
Clean all water fountains with disinfectant	Х			
All restrooms (public & staff) and locker rooms will be cleaned with				
disinfectant. All sinks, commodes, urinals, and showers shall be				
cleaned inside and out. Dust mop and wet mop all floor surfaces.				
All surfaces will be wiped down. Mirrors will be cleaned with glass				
cleaners. Replenish all paper towels, toilet paper, and soap				
dispensers.	Х			
Clean all glass doors with glass cleaner	Х			
Dust mop and wet mop all hard floor surfaces in entryway,				
lobbies, corridors, kitchens, stairwells, elevators, and common				
areas. Remove all scuff marks.	Х			
Clean all tables, file cabinets, and countertops	Х			
Dust all horizontal surfaces, windowsills, and desk sides and tops				
(only if cleared off)	Х			
Wipe down furniture in common areas		Х		
Clean and disinfect stair handrails	Х			
Vacuum all upholstered chairs		Х		
Damp wipe and clean elevator walls, threshold, and tracks		Х		
Clean jail cells as directed by police officer on duty		Х		
Push broom secure bays		Х		
Sweep and hose down floor in garage area		Х		
Dust mop and wet mop gym area and clean mirrors with glass				
cleaner, empty all wastebaskets, reline with new trash bags		Х		
Dust all vents including ceiling vents and mini blinds			Х	
Steam clean carpeted areas (separate bid)				Х
Strip and wax tiled areas (separate bid)				Х

BID SHEET POLICE STATION

Monthly Lump Sum:		 	
Bi-Annual Carpet Cleaning	:	 	
Quarterly Strip & Wax Tile	e Floors:	 	
Company Name:		 	
Company Address:		 	
Signature:		 	
-			
Date:			

Parks and Recreation 2251 HOWELL

PARKS AND RECREATION SPECIFIC INFORMATION:

- 1. All of the services provided will be done according to a schedule established by Parks & Recreation.
- 2. A system of communication will be set up by Parks and Recreation to enable the Parks & Recreation staff and janitorial staff to communicate needs and concerns.
- 3. Employees working in the Parks and Recreation Department must submit to a background check.

(Remainder of page intentionally left blank)

JANITORIAL SERVICES FREQUENCY SCHEDULE FOR NKC PARKS & RECREATION LOWER LEVEL ON NKC LIBRARY, 2251 HOWELL STREET

TASK	DAILY	WEEKLY	MONTHLY	AS REQUESTED
Vacuum and spot clean main area carpet.				
	Х			
Empty all wastebaskets, reline with new trash bags, and place all				
trash in outside trash dumpster	Х			
Clean all water fountains with disinfectant	Х			
All restrooms (public & staff) will be cleaned with disinfectant. All				
sinks, commodes, urinals, shall be cleaned inside and out. Dust				
mop and wet mop all floor surfaces. All surfaces will be wiped				
down. Mirrors will be cleaned with glass cleaners. Replenish all				
paper towels, toilet paper and soap dispensers.	Х			
Clean all tables and counter tops		Х		
Wipe down furniture in common areas		Х		
Dust all horizontal surfaces, windowsills, and desk sides and tops				
(only if cleared off)		Х		
Dust all vents including ceiling vents and mini blinds			Х	
Steam clean carpeted areas (separate bid)				Х
Strip & wax tiled areas (separate bid)				Х
Clean upholstered lounge chairs (separate bid)				Х

BID SHEET NKC PARKS & RECREATION

Monthly Lump Sum:		
Bi-Annual Carpet Cleaning:		
Bi-Annual Strip & Wax Tile	Floors:	
Bi-Annual Clean Upholstere	ed Lounge Chairs:	
Company Name:		
Company Address:		
Signature:		
Date: _		

NKC Library 2251 HOWELL

NKC LIBRARY SPECIFIC INFORMATION:

- 1. All of the services provided will be done according to a schedule established by the NKC Library.
- 2. A system of communication will be set up by the NKC Library to enable the NKC Library staff and janitorial staff to communicate needs and concerns.
- 3. Employees working in the NKC Library must submit to a background check.
- 4. All janitorial services performed for the NKC Library will be completed after 9:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and after 6:00 p.m. on Friday.
- 5. NKC Library includes entire upper level of the building, and the following areas on the lower level of the building: Administrative Office Area (including staff break room and staff restroom), Public Meeting Room and Computer Area in the NW corner.

JANITORIAL SERVICES FREQUENCY SCHEDULE FOR NKC LIBRARY, 2251 HOWELL STREET

TASK	DAILY	WEEKLY	MONTHLY	AS REQUESTED
Vacuum and spot clean main area carpet, entryway and main				
stairway	Х			
Vacuum and spot clean remaining areas-rotation basis*	Х			
Empty all wastebaskets, reline with new trash bags (if needed),				
and place all trash in outside trash dumpster	Х			
Clean all water fountains with disinfectant	Х			
All restrooms (public & staff) will be cleaned with disinfectant. All				
sinks, commodes, urinals, shall be cleaned inside and out. Dust				
mop and wet mop all floor surfaces. All surfaces will be wiped				
down. Mirrors will be cleaned with glass cleaners. Replenish all				
paper towels, toilet paper and soap dispensers.	Х			
Clean glass doors with glass cleaners	Х			
Dust mop and wet mop all hard floor surfaces in entryway,				
kitchens, craft room, stairwells, dock. Remove all scuff marks.		Х		
Clean all tables and counter tops		Х		
Wipe down furniture in common areas		Х		
Clean and disinfect stair handrails	Х			
Dust all horizontal surfaces and windowsills		Х		
Dust all vents including ceiling vents and mini blinds			Х	
Damp wipe and clean elevator walls			Х	
Steam clean carpeted areas (separate bid)				Х
Strip and wax tiled areas (separate bid)				Х
Clean upholstered lounge chairs (separate bid)				Х

*Remaining areas to vacuum and spot clean on a rotation basis include: book shelving areas; upper level office areas; elevator; public meeting room; lower level office areas; board room.

BID SHEET NKC LIBRARY

Monthly Lump Sum:		 	
Annual Carpet Cleaning:			
Annual Strip & Wax Tile Fl	loors:	 	
Annual Clean Upholstered I	Lounge Chairs:	 	
Company Name:		 	
Company Address:		 	
Signature:		 	
Date:		 	

EXHIBIT "B" SPECIAL REQUIREMENTS

B.1.1 <u>Violation of Terms</u>. In the event the Contractor shall violate any of the provisions of this Agreement, the City, at is sole option and discretion, may terminate this Agreement and employ any other person, firm or corporation to complete the work and services provided for under this Agreement and if the expense so incurred by the City, together with any damages sustained by the City by reason of the breach of this Agreement by the Contractor, shall exceed the amount of the Contract Sum as set forth in the Schedule of Compensation (Exhibit "C"), adjusted as above provided, then the Contractor shall pay the amount of such excess to the City.

B.1.2. <u>Mandatory Site Visit Meeting</u>. To ensure bidder has a complete understanding of the scope of work and to avoid any delays or performance issues that could have otherwise been prevented by attending the site visit meeting, attendance at the scheduled site visit meeting by an authorized bidder representative will be <u>mandatory</u> and failure to attend will disqualify the bidder from further consideration. This meeting will be held on Wednesday, April 5, 2017 at 9:00 a.m. starting at City Hall at 2010 Howell Street.

EXHIBIT "C" SCHEDULE OF COMPENSATION

C.1.1. **Payments.** The Contractor shall prepare an invoice for payment and submit to the City for approval. Payment will be made within 30 days of the invoice on a monthly basis.

		EXHIBIT "D"
	AFFIDAVIT TO	COMPLY WITH § 285.530, MO. REV. STAT.
	[[For Contracts Over \$5,000]
STATE OF		SS.
COUNTY OF		

AFFIDAVIT

(as required by § 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

Employee: Any person performing work or service of any kind or character for hire within the State of Missouri.

<u>Federal Work Authorization Program</u>: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

<u>Knowingly</u>: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

<u>Unauthorized Alien</u>: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared ______, who, being duly sworn, states on his oath or affirmation as follows:

 1.
 My name is ______ and I am currently the ______ of ______ (hereinafter "Contractor"), whose business address is _______, ________, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of North Kansas City, Missouri, a political subdivision of the State of Missouri:

[Describe generally the Work to be performed].

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature
Print Name: _____

JANITORIAL SERVICES AGREEMENT

MARCH 22, 2017

 STATE OF ______

 COUNTY OF ______

On this _____ day of _____, 2017, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

WITNESS MY HAND and official seal in the county and state last aforesaid this _____ day of _____, 2017.

Notary Public

My Commission Expires:



City of North Kansas City Janitorial Service for City Hall, Police Station, NKC Library, and NKC Parks and Recreation

Clarifications:

- Do NOT include supplies into your monthly lump sum for cleaning the different areas.
- Supplies will be billed separately from the monthly janitorial service according to the amount used.
- Please complete the price list of the following products which are currently used in the different areas.

CURRENT PRODUCT USED	COST PER CASE (INDICATE QTY)	LOCATION OF CURRENT USE
24X33 6 mic Natural Liners		Library and Parks & Rec.
38X58 1.25 mil Black Liners		Library and Parks & Rec.
2.0 Wave Urinal Screens		Library and Parks & Rec.
2 Ply Jr Jumbo Toilet Tissue		Library and Parks & Rec.
Brown Folded Paper Towels		Library and Parks & Rec.
Natural Roll Towel		Library and Parks & Rec.
VPG Jr Jumbo 2 Ply Toilet Tissue		Library and Parks & Rec.
ADX Foam Soap		Library and Parks & Rec.
Foam Hand Soap & Showerwash		City Hall and Police Dept.
Jumbo Center Pull Towels		City Hall and Police Dept.
White Multi Fold Paper Towels		City Hall and Police Dept.
32 Gallon Heavy Liners		City Hall and Police Dept.
60 Gallon Extra Heavy Liners		City Hall and Police Dept.
2 Ply Ecosoft Perforated Kitchen Towels		City Hall and Police Dept.
10 Gallon Liners		City Hall and Police Dept.
2 Ply Toilet Tissue [Average to above average quality]		City Hall and Police Dept.