

**PROFESSIONAL SERVICES AGREEMENT
FOR
JANITORIAL SERVICES**

This Professional Services Agreement ("Agreement") is dated effective this 3rd day of January, 2011. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Coastal Business Services Group, Inc., a state of Washington Corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of Janitorial Services; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in the **Exhibit "A1"**, contract specification, excluding Standard Cleaning Option, and including Supplemental Terms and Conditions, City of Olympia Standard Procedures for Green Housekeeping, The Olympia Center Detailed Cleaning Specification, Other Facilities Detailed Cleaning Specification, and Contractor's Schedule B, Option 2 -- Green Cleaning proposal, **Exhibit "A2"**, Supply List, **Exhibit "A3"**, Building List, all attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than December 31, 2012 ("Term"). This Agreement may be extended or renewed for an additional two-year term upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated by either party upon a thirty days (30) written notice.

4. Compensation.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed Two Hundred Forty-Seven Thousand and No/100 Dollars (\$247,000.00) annually, calculated on the basis of the monthly

cleaning rates per building as shown on the Contractor's bid proposal attached hereto as Exhibit "B".

4.2 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed; a voucher or invoice is submitted and shall specifically include each facility, the date work performed, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or its sub-contractors.

4.3 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Warranty.

The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Indemnification.

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold

the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs, and the indemnification and agreement to defend and hold harmless contained herein expressly includes any and all claims by employees, subcontractors, and assignees of Contractor or for which Contractor would otherwise have immunity under the Worker's Compensation Act or any similar law in the absence of Contractor's waiver of such immunity herein. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

8.2 City Indemnification. The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, 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. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

10. Confidentiality.

All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by Contractor will be grounds for immediate termination.

11. Insurance.

The Contractor shall carry, as a minimum, the following insurance in such forms and with a carrier rated A.M. Best "A:VII":

11.1 Workers' Compensation. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

11.2 Commercial General Liability Insurance. Commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage. The commercial general liability insurance shall also include the following coverages:

- A. Products and Completed Operations Liability;
- B. Automobile Liability, including coverage for owned, non-owned, leased, or hired vehicles;
- C. Stop Gap or Employers Contingent Liability.

11.3 Automobile Liability Insurance. Automobile liability insurance with a combined single limit of liability not less than \$1,000,000 for bodily injury (including personal injury or death) and property damage.

11.4 Certificates of Insurance. The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s). The insurance provided to the additional insured shall be primary. Contractor shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after forty-

five (45) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

11.5 Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.

11.6 Expiration/Termination of Insurance. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Work Product.

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Services shall belong to the City. At the termination or cancellation of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

16.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

16.2 Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

16.3 Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it

may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

A. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

B. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

C. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

D. The City reserves the right to inspect any assignment or subcontract document.

16.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

16.6 Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

16.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

16.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

16.9 Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

16.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

16.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

16.12 Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

16.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

16.15 Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

16.16 Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

16.17 Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

16.18 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

A. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

DATED the day and year set forth above.

CITY OF OLYMPIA

By: _____


Steven R. Hall, City Manager

P.O. Box 1967

Olympia WA 98507-1967

Date: 1/31/2011

APPROVED AS TO FORM:


Annaliese Harksen, Assistant City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

Contractor's Printed Name

By: 
(Signature)

DAVE CARNEY
(Printed Name)

Its: PRESIDENT AND CEO
(Title)

8343 HOGUM BAY LANES VITE C
LACEY, WA 98516
(Address)

360.943.6040 X101
(Phone)

Date of signature: 12/17/2010

EXHIBIT A1

SUPPLEMENTAL TERMS AND CONDITIONS

Award

The City of Olympia reserves the right to reject any/or all bids or parts thereof and to waive all minor irregularities in bidding.

City of Olympia reserves the right to award one or more contracts or no contracts from the bids submitted.

Non-Exclusive Service Provider

The City reserves the right to obtain additional janitorial services for work not specially covered by this contract from other service providers as it deems in the best interest of the City.

Contract Term/Renewal Option

The first term of this contract shall run upon contract execution through December 31, 2012. The contract may be renewed for an additional two-year term, subject to the agreement of both parties. The contract may be terminated by either party upon a thirty days (30) written notice, except as otherwise provided in the contract.

Changes in the Scope of the Contract

The City may make changes in the general scope of the contract and in the specifications. The service provider will be given as much advance notice as is practicable when, for example, an entire area of a facility or portion thereof, is to be added or deleted from the contract. If the changes cause an increase or decrease in the price of the contract, an equitable adjustment will be made and the contract will be modified accordingly.

The City may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the City to the service provider. Service provider shall resume performance on the date specified in the notice of suspension.

Price Adjustment

The rates shown on the service provider's bid shall be consistently applied and remain firm throughout the term of the contract. If requested by the service provider, on the anniversary date of the contract, costs may be adjusted should the Seattle All Urban Consumer Price Index show a change from the base index. The increase/decrease shall be tied to the June over June index data and shall not exceed 4%. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

Non-Performance

If the service provider fails to perform to the City's expectations, the City will provide the service provider notice of its deficiency and a reasonable opportunity to cure such deficiency. If the service provider continues to fail to perform to the City's expectations after notice to cure, the City may do either or both of the following:

- (1) Immediately obtain another service provider to complete the work. This expense may be charged back to the service provider if the service provider has already been paid for such work, or may be withheld from payments otherwise due to the service provider.
- (2) Immediately terminate the contract.

Established Business

At the time of submitting a bid on this contract, the service provider must be an established business with all required license, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work specified in this bid proposal. Service provider shall remain compliant with these requirements throughout the life of the contract.

Prevailing Wage

Janitorial Services are subject to prevailing wage requirements and the service provider shall follow the requirements set forth by the Department of Labor and Industries with the State of Washington. The website address for Department of Labor and Industries for current information is: www.lni.wa.gov/prevailingwage/jwages

It is the responsibility of the Service provider to follow the rules of State Department of Labor and Industries on all Building Service Contracts with the City of Olympia.

The cost of filling Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

With the first invoice of the calendar year, the service provider shall submit a *Statement of Intent to pay Prevailing Wages*. No payment will be made on this first invoice until the service provider and each and every subcontractor to the service provider has submitted a *Statement of Intent to pay Prevailing Wages* that has been approved by the State Department of Labor and Industries. With the final invoice of the calendar year, the service provider shall submit an Affidavit of Wages Paid that has been approved by the State Department of Labor and Industries.

Billing and Payments

Service provider shall submit an invoice to the City for services provided during the preceding month. The invoice shall include each facility, the date work performed, name of employees and/or subcontractors, and total hours of work per employee.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the service provider or its subcontractors.

Insurance Requirements

The Service provider shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be

provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The Service provider shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated).

If any insurance policy is written on a claim made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Service provider for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Service provider shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Service provider shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

The insurance policies shall contain a "cross liability" provision.

The Service provider's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the City's insurance, self-insurance, or insurance pool coverage.

All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the City of any cancellation in any insurance policy.

Upon request, the Service provider shall forward to the City a full and certified copy of the insurance policy(s).

The Service provider shall not begin work under the contract until the required insurance has been obtained and approved by the City.

Failure on the part of the Service provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Service provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service provider from the City.

All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

The City and its officers, elected officials, employees, agents, and volunteers.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Service provider, whether primary, excess, contingent or otherwise.

Subcontractors

Service provider shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed above. Upon request of the City, the Service provider shall provide evidence of such insurance.

Evidence of Insurance

The Service provider shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Service provider delivers the signed Contract for the work. The certificate(s) and endorsements must conform to the following requirements:

An ACORD certificate or a form determined by the City to be equivalent.

Copies of all endorsements naming City and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Service provider may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

Any other amendatory endorsements to show the coverage required herein.

Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Service provider from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Service provider.

Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap/Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000.00	Each Occurrence
\$2,000,000.00	General Aggregate
\$1,000,000.00	Products & Completed Operations Aggregate
\$1,000,000.00	Personal & Advertising Injury, each offense

Stop Gap / Employers' Liability

\$1,000,000.00	Each Accident
\$1,000,000.00	Disease - Policy Limit
\$1,000,000.00	Disease - Each Employee

Federal, State, and Local Compliance

Service provider shall comply with all applicable federal, state, and local laws, rules, and regulations affecting its performance. This contract shall be governed by and construed according to the laws of the State of Washington.

Service provider agrees to comply with conditions of the Federal Occupational safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said law, standards and regulations.

Service provider shall comply with OSHA Enforcement of Procedures for Occupational Exposure to Blood Borne Pathogens Standard CFR 1910.1030. Prior to Notice to Proceed, Service provider shall furnish to City an Exposure Control Plan.

Service provider certifies that service provider has complied with the United States Immigration and Control Act of 1986. All persons employed by service provider for performance of this contract must complete and sign Form I-9 verifying their identities and authorization for employment.

Identification

Each employee shall carry an identification card issued by the City to be worn in a visible location on their person at all times while performing work on the City premises.

Background checks or clearances may also be required, depending on the site.

No temporary employee will be allowed to work on City premises without prior authorization from the City.

Service provider shall not allow children and non-employees on the premises.

Security

Service provider is responsible for the security of the facility during the performance of all Work and shall ensure that facility entryways remain secure. All doors are to be secured upon service provider's departure from the facility.

Service provider and its employees or subcontractors shall conform in all respects with physical, fire, or other security regulations.

Failure to comply with any part of facility security or confidentiality is a violation of the contract specifications, terms and conditions and may result in termination of the Contract. Unless the City specifies otherwise in the Contract, the following shall apply:

- a. Service provider is to adhere to the City security plans. Before contract work is to be performed, the Service provider must contact the City's Fleet and Facilities Operation Manager and receive a security briefing and instructions. Up-to-date employee name, address, and driver's license may be required before access to the facility may be granted.
- b. Service is prohibited from reproducing or giving to another person any Keys and access codes to City property issued to the service provider. The Service provider will be responsible to obtain any keys provided to employees who terminate employment with the service provider. The City contact shall issue additional keys as needed. Keys or access codes shall be safeguarded and accounted for. Employees terminating from employment with the Service provider shall return all keys to the City Fleet and Facilities Operation Manager last working day of the Contract. The service provider will be held financially responsible for any damage and loss due to misappropriation, loss of agency keys, and compromise of access codes. The service provider may also be responsible for all costs incurred, including but not limited to re-keying all locks, re-configuring electronic access systems, and reissuing new keys.
- c. Upon contract award the Service provider shall submit the names of all employees or subcontractor employees who will perform contract service to allow criminal background checks prior to issuance of City ID janitorial cards.

No employee will be issued an ID Janitor card or be allowed to provide janitorial services that have a criminal conviction, within the last ten years, for:

- As an adult, convicted of any drug crime, felony or misdemeanor;
- Any adult felony criminal convictions;
- Any adult misdemeanor conviction involving theft or crimes of violence;
- Any conviction for a sex-related crime.

Proof of identification, which may include fingerprint checks, will be required for janitor ID card.

Conduct

Service provider agrees that the janitorial services covered by the contract shall be performed to the accepted janitorial industry standards, by trained and competent employees.

Schedule of Work

Prior to Notice to Proceed the service provider must furnish to the City a detailed work schedule to include:

- a. Number of employees working at each building
- b. Name of each employee and labor category (supervisor, labor, etc.)
- c. Work classification (carpet, vacuum, trash removal, etc.)
- d. Estimated hours worked each day of the week
- e. Service provider shall submit an updated schedule to the City in the event of changes to the schedule

General Cleaning Information

- a. Do not remove items on desks or credenza while cleaning. Do not unplug computers, copy machines, or other electrical equipments.
- b. Discard only the contents in the waste container. No other items are to be discarded unless marked by the occupant to be thrown away. If there is any question about an item, place a note on the item asking "is this to be thrown away?" and wait for a response before disposal.
- c. Occupant interior doors found locked, that are normally locked upon your arrival, are to be locked after the area has been cleaned.
- d. All occupant doors leading to halls or corridors are considered exit doors and should be checked to ensure they are secured at the end of cleaning the occupant space. Do not block open occupant or exterior doors for any reason.
- e. All exits, doors must be secured while the service provider is in the space.
- f. At no time is the service provider to assist entry of anyone without proper identification into City buildings or otherwise onto secured City property.
- g. Lights are to be turned off upon completion of cleaning unless a City employee is using the space and that person has requested that the lights remain on.
- h. Any exterior windows or doors found open should be closed prior to leaving the space.
- i. Report any deficiencies such as leaky faucets, physical damage, unsafe conditions, etc. via the daily logbook (unless instructed otherwise by the City Public Works Fleet and Facility Operations Manager).

Equipments

- a. All equipment used in City properties shall be maintained at the service provider's expense in a new or like new condition and be fully operable at all time.
- b. Service provider will provide their own vacuum cleaner, dusting supplies and other equipment/products necessary to complete the work.
- c. Certain facilities require specialized equipment for cleaning. The service provider shall submit a list of all equipment to be used at City properties. This list shall include the name of the manufacturer, model, age, and approximate value of the item.

Supplies and Chemicals

- a. The service provider shall submit a list of all supplies for the approval of the City.
- b. The service provider where possible shall use recycled and or recyclable materials.
- c. The service provider shall use environmentally friendly products whenever possible.
- d. The service provider shall include in the bid proposal and provide all cleaning chemicals required to meet the *Green House Keeping Policy* outlined below and further detailed in Exhibit A, *Standard Procedures for Green House Keeping*.

Green Housekeeping Policy

The purpose of the *Green Housekeeping Policy* is to reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical contaminants that adversely impact indoor air quality, occupant well-being and the environment.

Environmental and safety aspects of sustainable janitorial functions are defined in this plan as follows:

- a. Service provider's personnel are properly trained in the use, maintenance and disposal of cleaning chemicals, dispensing equipment, and packaging.
- b. Supplier's Material Safety Data Sheets and Technical Bulletins for all janitorial chemicals shall be provided by suppliers. The suppliers of cleaning products shall provide full disclosure of ingredients on Material Safety Data Sheets. Additionally, suppliers must provide training materials on the hazards and proper use of janitorial chemicals for workers.
- c. Low environmental impact cleaning products are used in accordance with the Green Seal GS-37 standard and/or nationally recognized green certification programs in the location of use.
- d. A log /reference book is kept that details all custodial chemicals used or stored on the premises (stored products include those that are no longer used, but still in the building). Attachments to the log include manufacturer's Material Safety Data Sheets and Technical Bulletins. In locations where Green Seal is a nationally recognized standard, the log identifies:
 1. An MSDS and/or label from the manufacturer specifying that the product meets the VOC content level for the appropriate product category as found in the Green Seal Standards.
 2. A copy of the Green Seal Certification
- e. A log is kept for all powered custodial equipment. The log identifies the date of purchase and all repair and maintenance activities. Equipment meets these requirements:
 1. Future purchases will meet the following requirements: Specifically, the equipment is to be capable of capturing 99% of particulates 0.13 microns in size, have an air flow of 124 CFM, have suction/static lift of 75 inches and have a manufacturer's warranty of two (2) years or greater.
 2. Where appropriate, active micro fiber technology is used to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads.
 3. Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue. Additionally, weight, ease of motion and profile equipment is considered when evaluating ergonomically designed equipment.
 4. Equipment is produced from plastic to reduce potential damage to building surfaces.

Carpet Maintenance

Low environmental impact custodial equipment includes the use of durable carpet care equipment, such, as backpack vacuum equipped with power-heads and capable of capturing 99% of particulates 0.3 microns in size. Future purchases will meet the requirements for .13 microns in size, have an air flow of 1240 CFM, have suction/static lift of 75 inches and have a manufacturer's warranty of two (2) years or greater.

A log is maintained which lists all carpet care equipment including vacuums (e.g. backpack and wet/dry) and equipment used for maintaining resilient and hard floors (e.g. buffers, burnishes, and auto-scrubbers). Documentation is kept on each piece of equipment identifying performance capabilities.

Disposable Custodial Cleaning Products

Low environmental impact custodial supplies include the use of:

- a. Paper towels - 100% recycled recovered material- 40% post consumer content.
- b. Toilet Tissue - 100% recycled recovered material - 20% post consumer content.
- c. Can Liners - minimum 25% post consumer content.
- d. Matting - non-porous backing that prevents the growth of mold and mildew.
- e. Vacuum Cleaners - HEP A filters.

CITY OF OLYMPIA

STANDARD PROCEDURES FOR GREEN HOUSEKEEPING

The following Standard Procedures for Green Housekeeping will apply to LEED constructed buildings and is optional for existing buildings.

Purpose:

The purpose of the standard housekeeping procedures is to ensure the City's ability to provide a chemical free work environment pursuant to the Employee Health Management Policy, EHM.7.1.2,

Green Housekeeping procedures reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical contaminants that adversely impact air quality, occupant well-being, and the environment.

Staff Training:

City of Olympia staff, responsible for cleaning, will be properly trained in the use, maintenance and disposal of cleaning chemicals, dispensing equipment, and packaging. Training records will be kept on file.

Any contractual staff will comply with the procedural requirements and provide the City with a written program for training and implementation.

Cleaning Products:

The only cleaning products approved for use at City-owned buildings are Green Seal (GS) - 37 certified. Concentrated products should be utilized when available. Chemical concentrates may present higher hazards upon exposure. Exposure to hazardous chemicals is minimized by using closed dispensing systems. For a list of GS-37 certified products go to www.greenseal.org/findaproduct/cleaners.cfm

Material Safety Data Sheets and Technical Bulletins for all cleaning products will be provided by suppliers. Suppliers must also provide training materials on the hazards and proper use of janitorial chemicals for workers.

A log/reference book is kept that details all custodial chemicals used or stored on the premises (stored products include those that are no longer used, but still in the building). Attachments to the log include manufacturer's MSDS and Technical Bulletins. In locations where Green Seal is a nationally recognized standard, the log identifies:

- An MSDS and/or label from the manufacturer specifying that the product meets the VOC content level for the appropriate product category as found in the Green Seal Standards.
- A copy of the Green Seal Certification.

Custodial Supplies:

Only low, environmental impact custodial supplies will be used whenever possible; these include:

- Paper towels: 100% recycled recovered materials, 40% post consumer content
- Toilet Tissue: 100% recycled recovered materials, 40% post consumer content
- Can liners: minimum 25% post consumer content.
- Vacuum cleaners: HEPA Filters

Equipment

Any contractual staff will use cleaning equipment that meets the following requirements:

- The equipment is capable of capturing 99% of particulates 0.13 microns in size, have an air flow of 1240 CFM, have suction/static lift of 75 inches and have a manufacturer's warranty of two (2) years or greater
- Where appropriate, active micro fiber technology is used to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads.
- Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue. Additionally; weight, ease of motion and profile equipment is considered when evaluating ergonomically designed equipment.
- Equipment is produced from plastic to reduce potential damage to building surfaces.

Any new equipment purchased by the City of Olympia and/or the City's custodial service provider will meet the above requirements.

A log is kept for all powered custodial equipment. The log identifies the date of purchase and all repair and maintenance activities. The log should also identify service provider specification sheets for each type of equipment in use.

**THE OLYMPIA CENTER
222 COLUMBIA STREET
DETAILED CLEANING SPECIFICATION**

All work at this location shall begin after 5:00 p.m. and completed by 9:00 a.m.

Restrooms – Seven (7)

Item	Average Weekly Performance Requirements	S	M	T	W	T	F	S	Required Performance
A	Clean and disinfect all toilet bowls and urinals.	X	X	X	X	X	X		6 X WEEK
B	Clean and disinfect all toilet and urinal surrounding wall areas	X	X	X	X	X	X		6 X WEEK
C	Clean all sinks, fixtures, stainless steel and counter tops.	X	X	X	X	X	X		6 X WEEK
D	Sweep, damp mop and disinfect restroom floors.	X	X	X	X	X	X		6 X WEEK
E	Clean and polish mirrors.	X	X	X	X	X	X		6 X WEEK
F	Empty trash	X	X	X	X	X	X		6 X WEEK
G	Spot clean walls and doors.	X	X	X	X	X	X		6 X WEEK
H	Stock all toilet paper, paper towels, toilet seat covers and soap dispensers.	X	X	X	X	X	X		6 X WEEK
I	Wash and disinfect toilet partition walls.	X		X		X			3 X WEEK
L	Clean floor drains.	X							1 X WEEK
Item	Average Monthly Performance Requirements	S	M	T	W	T	F	S	Required Performance
K	Clean off return and exhaust grills and ceiling around grills.								1 X MONTH

	Average Quarterly Performance Requirements									Required Performance
J	Wash and disinfect restroom walls.	X								4 X YEAR

Shower and Locker Room

Item	Average Weekly Performance Requirements	S	M	T	W	T	F	S	Required Performance
A	Foam shower columns, partitions, tile walls and benches. Scrub and rinse.		X		X		X		MEN'S 3 X WEEK
		X		X		X			WOMEN'S 3 X WEEK
B	Sweep, hose, damp mop & disinfect shower & locker room floors.	X	X	X	X	X	X		6 X WEEK
C	Stock up soap dispenser.	X	X	X	X	X	X		6 X WEEK
D	Empty garbage	X	X	X	X	X	X		6 X WEEK
E	Dust top of lockers.	X							1 X WEEK

ALL OTHER FACILITIES
DETAILED CLEANING SPECIFICATION

All work shall begin after 5:00 p.m. and completed by 12:00 a.m.

Item	AVERAGE WEEKLY PERFORMANCE REQUIREMENTS	WEEKLY STANDARD	S	M	T	W	T	F	S
A	Office Spaces:								
	Pick up trash, empty all waste and recycling receptacles, reline waste with plastic liners	5x week		X	X	X	X	X	
	Dust, wipe and polish window ledges and other horizontal surfaces within reach.	5 x week		X	X	X	X	X	
	Dust, wipe and polish accessible, chairs, tables and other office furniture	5 x week		X	X	X	X	X	
	Dust tops of picture frames, wall hangings, and other wall accessories	5 x week		X	X	X	X	X	
	Spot clean marks next to light switches, doors and door frames	5 x week		X	X	X	X	X	
	Clean all water fountains/coolers and polish to a shine	5 x week		X	X	X	X	X	
	Sweep, use dust control techniques, position wet floor sign and damp mop to remove spots and soil	5 x week		X	X	X	X	X	
	Vacuum carpeted areas	5 x week		X	X	X	X	X	
	Spot clean minor carpet stains	5 x week		X	X	X	X	X	
B	Common Areas/Conference Rooms/Reception Areas:								
	Pick up trash, empty all waste and recycling receptacles, reline waste with plastic liners	5 x week		X	X	X	X	X	
	Dust off horizontal surfaces (not requiring ladder)	5 x week		X	X	X	X	X	
	Dust wipe and polish chairs, desks, tables, counters, pictures, etc.	5 x week		X	X	X	X	X	
	Dust and clean director board, glass and any mirrors	5 x week		X	X	X	X	X	

	Spot clean entry door glass and interior windows	5 x week		X	X	X	X	X	
	Spot clean marks next to light switches, doors, door frames, glass and polish bright work	5 x week		X	X	X	X	X	
	Sanitize and polish drinking fountains	5 x week		X	X	X	X	X	
	Police immediate exterior to curb of entries for debris and empty smoking receptacles and trash cans	5 x week		X	X	X	X	X	
	Maintain office furniture and arrange table and counters in a neat and orderly fashion	5 x week		X	X	X	X	X	
	Spot mop floor with disinfectant cleaners	5 x week		X	X	X	X	X	
	Clean white boards and trays unless "save" is written on the board with manufacturer approved cleaning materials	1 x week						X	
	Vacuum carpeted areas	5 x week		X	X	X	X	X	
C	Elevator/Stairway:								
	Dust floor, and damp mop floor with disinfectant	5 x week		X	X	X	X	X	
	Spot clean and polish interior/exterior panels	5 x week		X	X	X	X	X	
	Clean and disinfect railings	Daily		X	X	X	X	X	
D	Lunchroom/Kitchen Maintenance:								
	Pick up trash, empty all waste and recycling receptacles, reline waste with plastic liners	5 x week		X	X	X	X	X	
	Clean tops of garbage cans	5 x week		X	X	X	X	X	
	Clean lunchroom countertops, tabletops, sinks and hardware	5 x week		X	X	X	X	X	
	Fill all paper towel and soap dispensers	5 x week		X	X	X	X	X	
	Spot clean front of cabinets and major appliances	5 x week		X	X	X	X	X	
	Wipe clean tables and chairs	5 x week		X	X	X	X	X	
	Clean and polish counters, wash basins and soap dispensers	5 x week		X	X	X	X	X	
	Clean and polish chrome fixtures	5 x week		X	X	X	X	X	

	Spot clean and polish tables, chairs, etc.	5 x week		X	X	X	X	X	
	Spot clean marks next to light switches, doors, door frames, glass and polish bright work	5 x week		X	X	X	X	X	
	Remove gum, tar and other foreign substances from floor	5 x week		X	X	X	X	X	
	Dust and damp mop with disinfectant all tiled and linoleum areas.	5 x week		X	X	X	X	X	
	Vacuum all floors and under equipment if carpeted	5 x week		X	X	X	X	X	
E	Restroom Cleaning:								
	Pick up trash, empty all waste and recycling receptacles, reline waste with plastic liners	5 x week		X	X	X	X	X	
	Clean and disinfect all toilet bowls, toilet seats and urinals	5 x week		X	X	X	X	X	
	Clean and disinfect counters, wash basins and soap dispensers	5 x week		X	X	X	X	X	
	Clean and polish mirrors and dispensers	5 x week		X	X	X	X	X	
	Clean and polish chrome fixtures	5 x week		X	X	X	X	X	
	Sweep, damp mop and disinfect all restroom floors	5 x week		X	X	X	X	X	
	Remove gum, hair and other foreign substances from floor surfaces	5 x week		X	X	X	X	X	
	Dust and wipe horizontal surfaces within reach including ceiling vents	5 x week		X	X	X	X	X	
	Fill all toilet paper, paper towel, seat covers and soap dispensers	As needed							
	Clean shower stalls with a disinfectant cleaner	1x week						X	
	Disinfect and polish all partitions, tile walls, dispensers, doors and receptacles.	1x week						X	
F	Library (in addition to items A – G):								
	Dust top of book shelf furniture	5 x week		X	X	X	X	X	
	All cleaning must be done after closing hours	5 x week		X	X	X	X	X	
G	Secure all lights and doors	Daily		X	X	X	X	X	
H	Parking Lots:	5 x week		X	X	X	X	X	

	Pick up visible litter, bottles, cans, paper, curb to building								
Item	AVERAGE BI-ANNUAL PERFORMANCE REQUIREMENTS	STANDARD	S	M	T	W	T	F	S
A	Replace light bulbs and fluorescent tubes (Bulbs and tubes are furnished by the City.)	As needed							
B	Clean ceiling and wall vents, corners and light fixtures to remove dust and prevent cobwebs								
C	Interior glass windows and doors shall be cleaned								

New City Hall 615 4th Avenue, E	90,000	12	\$15.52	\$186.24
Olympia Center 222 Columbia Street	56,147	6	\$15.52	\$93.12
Fire Department – Main Station 100 Eastside Street, NE	7,080	2	\$13.19	\$26.38

SCHEDULE A GRAND TOTAL \$806.81 per cleaning day
 \$4,048.02 per week (frequency per specs)
 \$17,541.41 per month
 \$210,497. per year

SCHEDULE B

OPTION 2 – GREEN CLEANING OPTION

(City of Olympia Green Housekeeping Standard – Exhibit A)

Building/Facility	Approximate Square Footage	Approximate Hours Per Day to Clean Facility	Cost per Hour	Total Price
Olympia Timberland Regional Library 313 - 8 th Avenue, SE	22,500	6	\$15.79	\$94.74
Maintenance Center 1401 Eastside Street, SE	6,000	3	\$14.00	\$42.00
Smith Building 837 – 7 th Avenue, SE	13,800	4	\$14.00	\$56.00
Legion Court 520 Pear Street, SE	7,076	2	\$14.00	\$28.00
Associate Building 525 Legion Way	2,700 - probation 2563 - Detectives 1441- Conference and mail office	1	\$13.46	\$13.46
		1	\$13.46	\$13.46
		1	\$13.46	\$13.46
Plaza Building A 924 7 th Avenue, Suite A	7256	2	\$13.46	\$26.92
Plaza Building B 924 7 th Avenue, Suite B	3360	2	\$13.46	\$26.92
City Hall -Police Department Annex 900 Plum Street, SE	2,875	3	\$14.00	\$42.00
City Hall – Court Services Building 900 Plum Street, SE	1,550	1.5	\$14.00	\$21.00
City Hall – Administrative Services 900 Plum Street, SE	13,935	4	\$13.46	\$53.84
City Hall – Council Chambers 900 Plum Street, SE	2,578	2	\$13.46	\$26.92
City Hall – Police Administration 900 Plum Street, SE	9,726	3	\$14.00	\$42.00
New City Hall 615 4th Avenue, E	90,000	12	\$15.79	\$189.48

West Side Police Station 221 Perry Street, N	2,000			
Olympia Center 222 Columbia Street	56,147	.75	\$13.46	\$10.10
Fire Department – Main Station 100 Eastside Street, NE	7,080	6	\$15.79	\$94.74
		2	\$14.00	\$28.00

SCHEDULE B GRAND TOTAL ~~\$823.04 per cleaning day~~
 \$4,125.92 per week (frequency per specs)
 \$17,878.97 per month \$214,548. per year

**City of Olympia reserve the right to award to the low bidder of either
 Schedule A – Option1 Standard Cleaning Option or
 Schedule B – Option 2 Green Cleaning Option.**

May. 6. 2010 8:53AM

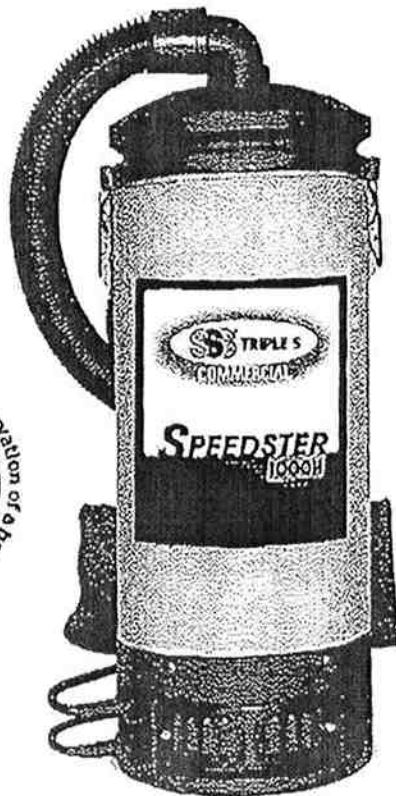
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SPEEDSTER 1000H SPEEDSTER 600H

**Back Pack Vacuums
for the Professional**

**NOW with
HEPA Filtration**



The Speedster 1000H is the most powerful and highest capacity back pack vacuum available from Triple S. When faced with the toughest commercial cleaning challenges, step up with the power of the Speedster 1000H.

Weighing only 10 lbs., the Speedster 600H delivers speed, efficiency and comfort. Excellent in removal and retention of dust and soil make it a must in any small to mid-sized commercial cleaning environment.

May, 6, 2010 9:54AM

No. 0509 P. 3/13

SPECIFICATIONS	SPEEDSTER 1000H	SPEEDSTER 600H
Product #	56009	56008
Motor Wattage	1293	839
Motor Amperage	11	7.3
Weight	11 lbs.	10 lbs.
Height	26.5 in.	22 in.
Airflow	150 CFM	125 CFM
Static Lift	100 in.	79 in.
Voltage	120	120
Sound Level	69 dB	68 dB
Filter Bag Capacity	10 qt.	6 qt.
Micro Filter Bag Media	580 sq. in.	454 sq. in.
Micro Filter Bag Product #	56004	56002
HEPA Dome Filter #	56010	56010
Power Cable	60' safety orange, 18/3 gauge	60' safety orange, 18/3 gauge
UL/CSA Approval	yes	yes
Commercial Warranty ^A	3 years on parts, labor and motor. Lifetime on body.	3 years on parts, labor and motor. Lifetime on body.

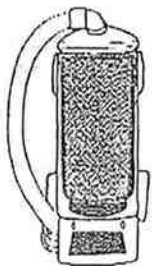
^A See owner's manual for complete details

All specs are based on motor specs

IMPROVED ERGONOMICS - Independent studies have proven that back pack vacuum cleaners require less than half the energy and effort to clean the same area as an upright vacuum with less fatigue and body strain.

IMPROVED LABOR EFFICIENCY - Clean twice the area in half the time it takes with a conventional upright or canister vacuum.

FOUR STAGE FILTRATION - Now with HEPA, the most powerful backpack vacuums on the market have 6 or 10 quart filter capacity designed to handle high square-footage areas that require the utmost cleanliness. HEPA filter works in concert with an advanced Four Level Filtration system (including organically treated Triple S Micro Filters) to capture 99.97% of airborne particles .3 micron or larger which meets HEPA filtration levels.



STAGE 1 - 2-PLY MICRO FILTER BAG

STAGE 2 - MICRO CLOTH FILTER

STAGE 3 - HEPA DOME FILTER

STAGE 4 - EXHAUST FILTER

VACUUMS INCLUDE: Static Dissipating Hose, 2-Piece Double Bend Aluminium Wand, 17" Crevice Tool, 3" Dust Brush, 5" Upholstery Tool, 14" Floor Tool and Two Micro Filter Bags.



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C O A S T A L
BUSINESS SERVICES GROUP, INC.

Green Seal for Option B Products

May. 6. 2010 8:54AM

No. 0589 P. 5/13



Technical Data

Areas of Use

For use on:

- Floors
- Walls, treated woodwork
- Terrazzo and marble
- Hard surfaces sensitive to low and high pH

Specifications

Available Strengths.....	4/11/1, 1.25G cleanworks
Physical State.....	Liquid
Color.....	Clear, yellow
Odor.....	Low
pH Range.....	4.5 - 5.5
VOC's.....	< 1%
Finest Level.....	Ultra Low
Shelf Life.....	1 year minimum in unopened container
Freeze/Thaw Stability.....	Excellent
Solubility in Water.....	Complete
HMIS Hazard Rating	
Health.....	1
Flammability.....	0
Reactivity.....	0
Personal Protection.....	A

Description

- High performance neutral pH cleaner
- For hard surface floors
- Prolongs the life of floor finish
- Designed for daily maintenance or damp mopping
- Environmentally preferred
- Formulated to meet strict environmentally preferable requirements

Products marked with the Triple S EarthCare™ seal meet recognized green standards or have features that contribute to the preservation or sustainability of a healthy environment. Formulated with new environmentally-preferred, high performance technology, this multi-use cleaner is designed for floors, walls, woodwork and other washable surfaces where a neutral pH solution is desirable. Removes soil without dulling, damaging, etching, or burning floor finishes. Designed to be used for daily maintenance or damp mopping of hard surfaces. It is free rinsing and leaves no film or residues. Safe for cleaning terrazzo, marble and other surfaces sensitive to low and high pH. Ideal for hospitals, schools, kitchens, restaurants, offices, fitness centers, institutions, churches, and many other types of facilities. Compass Neutral Floor Cleaner has been 3rd party certified by Green Seal according to GS-37 Environmental Standard and is recognized by the U.S. Environmental Protection Agency Design for the Environment (DfE) Formulator Initiative.

Directions

Wear safety equipment recommended on MSDS, read all directions and cautions prior to beginning your work.



This product is formulated to work with cold water. Cold water conserves the energy required to heat water.

1. For light soils: Dilute 1/2 ounce per gallon (1:256) with cold tap water.
For moderate to heavy soils: Dilute 1 ounce per gallon (1:128)* with cold tap water.
2. Apply with mop/bucket, sponge, cloth, wipe, scrubber, floor scrubber, pressure water or spray bottle.
3. Allow time for solution to penetrate soil.
4. If necessary, scrub with sponge, cloth or pad to speed up the cleaning action.
5. After soil is loosened, mop, wipe, wet vacuum or wash away with a cloth or water. No rinsing is necessary.



All products displaying the EPA DfE logo have been formulated in partnership with EPA Design for the Environment Formulator Initiative.



* This product meets the Green Seal™ environmental standard for industrial and institutional cleaners based on the reduced human and aquatic toxicity and reduced ozone production potential.



Highly Concentrated

Excellent Performance

Biodegradable

No Rinse Necessary



May. 6. 2010 8:55AM

No. 0589 P 7/13



Technical Data

Areas of Use

- For use on a variety of surfaces:
- Hard surfaces, walls, countertops, cabinets, partitions
- Stainless steel, chrome, plastic, vinyl, treated wood
- Stove tops, appliances, laminated surfaces
- TV screens, computer screens, desktops

Specifications

Available Sizes.....	411G, 1.25L cleanworks
Physical State.....	Liquid
Color.....	Clear, orange
Odor.....	Low
pH Range.....	5.0 - 7.0
Foam Level.....	Low
Shelf Life.....	1 year minimum in unopened container
Freeze/Thaw Stability.....	Excellent
Solubility in Water.....	Complete
HMIS Hazard Rating	
Health.....	1
Flammability.....	0
Reactivity.....	0
Personal Protection.....	A

Description

- High performance multi-purpose cleaner
- Cleans, degreases, brightens and deodorizes
- Effective on oil and water-based soils
- Environmentally preferred
- Formulated to meet strict environmental requirements

Products marked with the Triple S EarthCare™ seal must meet recognized green standards or have features that contribute to the preservation or sustainability of a healthy environment.

Formulated with new environmentally-preferred, high performance technology, this multi-purpose cleaner will dissolve and emulsify all types of soil, grease, oil and other tough stains. It cleans, brightens plus neutralizes odors. Leaves no residue to help prevent resoiling. Ideal for hospitals, schools, kitchens, restaurants, offices, fitness centers, institutions, lobbies, and many other types of facilities.

Atlas Multi-Purpose Cleaner Degreaser has been 3rd party certified by Green Seal according to GS-37 Environmental Standard and is recognized by the U.S. Environmental Protection Agency Design for the Environment (DfE) Formulator Initiative.

Directions

Wear safety equipment recommended on MSDS, read all directions and cautions prior to beginning your work.



This product is formulated to work with cold water. Cold water conserves the energy required to heat water.



1. Dilute 1 ounce per gallon (1:128) with cold tap water.
2. Apply with mop/bucket, sponge, cloth, wipe, mangle, rubber, floor scrubber, pressure water or spray bottle.
3. Allow time for solution to penetrate soil.
4. If necessary, scrub with sponge, mop, cloth, pad or brush to speed up the cleaning action.
5. Wipe dry with clean cloth or rinse with clean water if needed. Rinsing is not necessary.

Highly Concentrated

Excellent Performance

Biodegradable

No Rinse Necessary



All products displaying the EPA DfE logo have been Formulated in Partnership with EPA Design for the Environment Formulator Initiative.



This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced toxicity and reduced usage practices protocol.

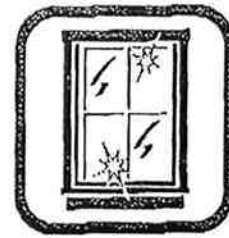
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No. 0589 P. 6/13



INFINITY

GLASS CLEANER
LIMPIADOR DE VIDRIOS Y CRISTALES



Technical Data

Areas of Use

For use on a variety of surfaces:

- Glass, Plexiglass, windows, mirrors, windshields
- Walls, countertops, cabinets, partitions
- Light fixtures, stainless steel, chrome, porcelain, and enamel
- Stove tops, appliances, laminated surfaces
- TV screens, computer screens, desktops

Specifications

Available Sizes.....	411G, 1.25G cleanworks
Physical State.....	Liquid
Color.....	Clear, blue
pH Range.....	Low
Foam Level.....	10 - 12
Shelf Life.....	Low
Freeze/Thaw Stability.....	Excellent
Solubility in Water.....	Complete
HMIS Hazard Rating	
Health.....	1
Flammability.....	0
Reactivity.....	0
Personal Protection.....	A

Description

- Highly concentrated glass cleaner
- Film free - prevents re-soiling and streaking
- Spray and wipe or use with a sponge and squeegee method
- Effective on oil and water-based soils
- Environmentally preferred
- Formulated to meet strict environmental preferable requirements

Products marked with the Triple S EarthCare™ seal must meet recognized green standards or have features that contribute to the preservation or sustainability of a healthy environment. Formulated with new environmentally-preferred, high performance technology, this glass cleaner will dissolve, suspend, and remove soil from glass, Plexiglass, windows, mirrors, windshields, walls, countertops, cabinets, partitions, light fixtures, stainless steel, chrome, porcelain enamel and other surfaces not harmed by water. Leaves no residue to help prevent re-soiling. Ideal for hospitals, schools, kitchens, restrooms, offices, stores centers, institutions, kitchens, and many other types of facilities. Infinity Glass Cleaner has been Ael party certified by Green Seal according to GS-37 Environmental Standard.

Directions

Wear safety equipment recommended on MSDS, read all directions and cautions prior to beginning your work.



This product is formulated to work with cold water. Cold water conserves the energy required to heat water.

1. Dilute 1 ounce per gallon (1:128) with cold tap water.



2. Apply solution to surface and allow time for solution to penetrate soil.



3. If necessary, scrub with sponge, cloth or pad to speed up the cleaning action.

4. After soil is loosened, squeeze, wipe or wash away with cloth or water. No rinsing is necessary.

Highly Concentrated

Excellent Performance

Biodegradable

No Rinse Necessary



This product meets Green Seal's environmental standard for industrial and institutional cleaners. We can help you reduce human and aquatic toxicity and reduce ozone depletion potential.

May. 6. 2010 8:56AM

No. 0589 F. 8.13



DOMINATOR 64

ONE-STEP DISINFECTANT GERMICIDAL, DETERGENT AND DEODORANT



Technical Data

Areas of Use

- Hospitals and nursing homes
- Clinics and doctor's offices
- Schools, universities
- Hotels and motels
- Restrooms
- Veterinary clinics, kennels, animal life science labs, pet shops, and farms

Specifications

Available Sizes	410, 50, 550
Physical State	Liquid
Color	Yellow
Fragrance	Lemon-Citrus
Wiping Ability	Excellent
Freeze/Thaw	Stable
EPA Registered	Yes
Toxic Actives	4.23% Quat
Detergency	Excellent
Specific Gravity	1.00
pH (undiluted)	7.2-8.2
HHS Hazard Rating	
Health	3
Flammability	0
Reactivity	0
Personal Protection	C

Biocidal

See label for complete listing.

*Pseudomonas aeruginosa*¹, *Staphylococcus aureus*¹, *Salmonella choleraesuis*, *Bacillus anthracis*, *Enterobacter aerogenes*, *Enterobacter cloacae*, (VRE), *Escherichia coli*¹, *Klebsiella pneumoniae*¹, *Protein antigen*, *Shigella flexneri*, (MRSA), *Staphylococcus aureus* - Vancomycin Intermediate, (VISA), *Staphylococcus aureus*¹, Hepatitis B Virus (HBV), Herpes simplex type 1, Herpes simplex type 2, HIV-1 (AIDS virus), (RSV), Avian polyomavirus, Canine distemper, Feline leukemia, *Influenza A/Hong Kong, Influenza Virus^{2,3} [**in association with the registered Influenza A/Hong Kong]

- Neutral pH - Can be used on finished floors
- Broad spectrum efficacy - Effective against a wide range of pathogenic bacteria and viruses as well as fungi, mold, and mildew
- Lemon-Citrus fragrance - Counteracts airborne odors
- Quat-based formula - Hospital use disinfectant at correct dilution

A concentrated, neutral pH, multi-purpose, germicidal detergent and deodorant for use on hard nonporous surfaces such as floors, walls, metal surfaces, stainless steel, porcelain, and plastic. Ideal for use in hospitals, nursing homes, schools, colleges, and many other facilities.

Its Lemon-Citrus fragrance combats foul odors in the air while the disinfectant works to destroy odor causing bacteria at their source. In addition, the neutral pH is ideal for use on finished floors. The quat-based formula is effective against the pathogenic bacterium *Pseudomonas aeruginosa*, *Staphylococcus aureus*, and *Salmonella choleraesuis* in the presence of 100ppm synthetic hard water (calculated as CaCO₃) plus 5% organic matter. Effective against many other species as well. Virucidal against HIV-1 (AIDS Virus) and many other viruses; fungicidal and mildewstatic at use dilution when used in accordance with label directions. Please refer to "Efficacy Data" on the back of this sheet for a complete listing.

Directions

Wear safety equipment recommended on MSDS, place Wet Floor Signs and read all directions and cautions prior to beginning your work.



Remove heavy soil deposits from surface. Thoroughly wet surface with a use solution of 1:64 (2 oz. per gallon).



Apply with a cloth, mop, sponge, or coarse spray, or by siskiting.



Let solution remain on surface for a minimum of 10 minutes. Rinse or allow to air dry.

Broad spectrum disinfectant

Excellent cleaner

Can be used on finished floors





C O A S T A L
BUSINESS SERVICES GROUP, INC.

8343 Hogum Bay Ln, #C
Olympia, WA 98516
360.786.0850
www.coastalcustodial.com

- Janitorial
- Floor care
- Carpet cleaning
- Windows
- Construction clean-up

Speedster 600 back pack vacuums with HEPA filtration meeting RFP standards will be utilized. Please see details on next pages.

Cleaning Products – Schedule A “Standard Cleaning Option” (MDS following pages)

Product	Uses
Pine Quat	This is our standard, daily disinfectant for cleaning sinks, toilets, fixtures and most bathroom hard surfaces
Star Sprayer	Glass Cleaner
Ajax	Powdered cleaner for toilets and sinks
Clare Stainless Steel Cleaner	Cleaner for all water fountains and chrome

Cleaning Products – Schedule B “Green Cleaning Option” (Green Seal information following)

Product	Uses
Dominator 64	Green Seal Certified concentrated daily cleaner cleaning sinks, toilets, fixtures and most bathroom hard surfaces
Compass Neutral Floor Cleaner	Green Seal Certified concentrated floor cleaner
Infinity Glass Cleaner	Green Seal Certified concentrated glass cleaner
Atlas multi-purpose degreaser	Cleaner for all water fountains and chrome

End Exhibit A1

EXHIBIT A2

SUPPLY LIST

Disposable Custodial Cleaning Products

Coastal Business Services will provide the following Custodial Cleaning Products (the hourly rate listed in the Exhibit B shall include labor, equipments, supplies, and all associated items required to complete the work):

1. Two-ply toilet tissues.
2. Paper towels (roll and/or flat).
3. Can liners.
4. Vacuum cleaners – HEP A Filters.
5. Eco-Friendly composting bags/liners.
6. Hand soap dispenser.
7. Wax lined bags for feminine products.
8. Toilet seat covers.

End Exhibit A2

EXHIBIT A3
BUILDING LIST

Building Name	Location
Olympia Timberland Regional Library	313 - 8th Avenue, SE
Maintenance Center	1401 Eastside Street, SE
Smith Building	837 - 7th Avenue, SE
Legion Court	520 Pear Street, SE
Associate Building	825 Legion Way
Plaza Building A	924 7th Avenue, Suite A
Plaza Building B	924 7th Avenue, Suite B
City Hall -Police Department Annex	900 Plum Street, SE
City Hall - Court Services Building	900 Plum Street, SE
City Hall - Administrative Services	900 Plum Street, SE
City Hall - Council Chambers	900 Plum Street, SE
City Hall - Police Administration	900 Plum Street, SE
New City Hall	615 4th Avenue, E
West Side Police Station	221 Perry Street, N
Olympia Center	222 Columbia Street

End Exhibit A3



EXHIBIT B
LABOR COST
City of Olympia Janitorial Services
Option 2 - Green Cleaning
Coastal Business Service Group
8343 Hogum Bay Lane, Suite C
Lacey, WA 98516
(360) 943-6040

DESCRIPTION	UNIT	Cleaning Hours Per Day (A)	Hourly Rate (B)	Daily Rate (C)	Cleaning Days Per Week (D)	Weekly Rate (E)	Monthly Cleaning Rate (F)
				[(A) x (B)]		[(C) x (D)]	[(E) x (52)]/(12)
Olympia Timberland Regional Library 313 - 8th Avenue, SE	HR	6	\$ 19.29	\$ 115.74	5	578.70	\$ 2,507.70
Maintenance Center 1401 Eastside Street, SE	HR	3	\$ 15.37	\$ 46.11	5	230.55	\$ 999.05
Smith Building 837 - 7th Avenue, SE	HR	4	\$ 15.37	\$ 61.48	5	307.40	\$ 1,332.07
Legion Court 520 Pear Street, SE	HR	2	\$ 15.37	\$ 30.74	5	153.70	\$ 666.03
Associate Building 525 Legion Way	HR	3	\$ 14.83	\$ 44.49	5	222.45	\$ 963.95
Plaza Building A 924 7th Avenue, Suite A	HR	2	\$ 14.83	\$ 29.66	5	148.30	\$ 642.63
Plaza Building B 924 7th Avenue, Suite B	HR	2	\$ 14.83	\$ 29.66	5	148.30	\$ 642.63
City Hall - Police Department Annex 900 Plum Street, SE	HR	3	\$ 15.37	\$ 46.11	5	230.55	\$ 999.05
City Hall - Court Services Building 900 Plum Street, SE	HR	1.5	\$ 19.29	\$ 28.94	5	144.68	\$ 626.93
City Hall - Administrative Services 900 Plum Street, SE	HR	4	\$ 14.83	\$ 59.32	5	296.60	\$ 1,285.27
City Hall - Council Chambers 900 Plum Street, SE	HR	2	\$ 14.83	\$ 29.66	5	148.30	\$ 642.63
City Hall - Police Administration 900 Plum Street, SE	HR	3	\$ 15.37	\$ 46.11	5	230.55	\$ 999.05
New City Hall 615 4th Avenue, E	HR	12	\$ 19.29	\$ 231.48	5	1,157.40	\$ 5,015.40
West Side Police Station 221 Perry Street, N	HR	0.75	\$ 14.83	\$ 11.12	5	55.61	\$ 240.99
Olympia Center 222 Columbia Street	HR	6	\$ 19.29	\$ 115.74	6	694.44	\$ 3,009.24
Total for all buildings						\$ 4,747.53	\$ 20,572.62
						Annual Cost	\$ 246,871.43

Notes:

The hourly rate shall include labor, equipments, supplies, and all associated items needed to complete the work.

Changes in the Scope of the Contract:

The City may make changes in the general scope of the contract and in the specifications. The service provider will be given as much advance notice as is practicable when, for example, an entire area of a facility or portion thereof, is to be added or deleted from the contract. If the changes cause an increase or decrease in the price of the contract, an equitable adjustment will be made and the contract will be modified accordingly.

The rates shown on the service provider's bid shall be consistently applied and remain firm throughout the term of the contract. If requested by the service provider, on the anniversary date of the contract, costs may be adjusted should the Seattle All Urban Consumer Price Index show a change from the base index. The increase/decrease shall be tied to the June over June index data and shall not exceed 4%. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

Exhibit C
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

COASTAL BUSINESS SERVICES affirms compliance with the City of Olympia's
(Print Agency Name)

non-discrimination ordinance and contract provision by **two or more of the following actions:**

Text of non-discrimination contract provision is posted on printed material with broad distribution (newsletters, brochures, etc.).

▪ What type, and how often? _____

Text of non-discrimination contract provision is posted on each application for service.

Text of non-discrimination contract provision is posted on the agency's web page.

Text of non-discrimination contract provision is included in human resource materials provided to job applicants and new employees.

Text of non-discrimination contract provision is shared during meetings.

▪ What type of meeting, and how often? _____

If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract


(Signature) DAVE CARNEY

12/17/2010
(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

(Sole Proprietor Signature)

(Date)

EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance, and must complete both pages of this Equal Benefits Compliance Declaration. Please note: No City contract can be executed until the contractor has completed this Declaration and submitted it to the City.

SECTION 1: Contractor Information

Name of Contractor: COASTAL BUSINESS SERVICES Contact Person: DAVE CARNEY
 Phone Number: 360 943 6040 Fax: 360 786 0849 Email: DCARNEY@COASTALBSG.COM
 Approximate Number of Employees in the U.S.: 50 Project #: _____

SECTION 2: Compliance with Equal Benefits Ordinance

1. Does the contractor have any employees? YES NO

If the answer to Question 1 is "NO", the contractor qualifies for Option C on Page 2 of this Declaration.

If the answer to Question 1 is "YES", continue to Question 2.

2. a. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the spouses of employees?*

YES NO

b. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the domestic partners of employees?*

YES NO

* (Please Note: for 2(a) and (b), the answer must be "YES" even if the employees must pay for some or all of the cost of spousal or domestic partner benefits.)

If the answers to both Questions 2(a) and 2(b) are "NO", the contractor qualifies for Option B on Page 2 of this Declaration.

If the answer to either Question 2(a) or 2(b) is "YES", continue to Question 3.

3. **BENEFITS PROVIDED**

If the contractor provides employee health insurance benefits, please indicate so on the list below. If the contractor provides equal benefits, for each "Yes" marked in one column, there should be a corresponding "Yes" marked in the other column.

EMPLOYEE BENEFIT	FOR SPOUSES		FOR DOMESTIC PARTNERS	
Health Care	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Dental Care	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Vision Care	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

If the answers to Question 3 indicate that the contractor provides equal benefits, the contractor will be in compliance with the Equal Benefits Ordinance and qualifies for Option A on Page 2 of this Declaration.

If the answers to Questions 3 for any listed benefits are "YES" in the spouse column and "NO" in the domestic partner column, continue to Question 4.

4. Does the Contractor provide a cash equivalent of insurance benefits to the domestic partners of employees?

YES NO

If the answer to Question 4 is "YES," the Contractor qualifies under Option D on Page 2 of this Declaration.

If in response to Question 3 for any listed benefit both a "YES" and a "NO" answer have been given, and in response to Question 4 the contractor DOES NOT provide a cash equivalent, the contractor is not in compliance with the Equal Benefits Ordinance.

THE CITY OF OLYMPIA

CITY CONTRACTS – NON-DISCRIMINATION IN BENEFITS (Equal Benefits Ordinance)

EQUAL BENEFITS COMPLIANCE DECLARATION

I, DAVE CARNEY
(Name)

on behalf of COASTAL BUSINESS SERVICES GROUP, INC
(Contractor Name)

declare that said Contractor complies with the Equal Benefits Ordinance by:

(Choose **ONE** of the following)

Option A

Offering equal benefits, as defined by the Equal Benefits Ordinance, to employees with spouses and employees with domestic partners.

Option B

Offering benefits neither to the spouses nor to the domestic partners of employees.

Option C

Having no employees.

Option D

Offering a cash equivalent.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17th day of DEC, 2010, at LACEY, WA
(City) (State)


Signature

DAVE CARNEY
Name (please print)

PRESIDENT AND CEO
Title

20-0479190
Contractor Tax Identification Number

EQUAL BENEFITS COMPLIANCE DECLARATION

A contract awarding authority may waive requirements under the following conditions by completing this form and attaching to the appropriate Compliance Declaration. Documentation should be attached to this form.

The contract awarding authority waives equal benefits requirements because:

- Award of a contract or amendment is necessary to respond to an emergency.
- The contractor is a sole source.
- No compliant contractors are capable of providing goods or services that respond to the City's requirements.
- The contractor is a public entity.
- The requirements are inconsistent with a grant, subvention or agreement with a public agency.
- The City is purchasing through a cooperative or joint purchasing agreement.

Department

Contract Awarding Authority (Signature)

Contract Awarding Authority (Print)

Date