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JANITORIAL SERVICES CONTRACT

This agreement is made and entered into by and between:

**Clark County Public Health
(Harm Reduction Ctr)
PO Box 9825
Vancouver, WA 98666**

AND

**Innovative Services NW
Janitorial Services
9414 NE Fourth Plain Road
Vancouver, WA 98662**

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. STATEMENT OF WORK

Innovative Services NW, d/b/a Innovative Services NW Janitorial Services, shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of janitorial services set forth in the *Service Plan and Cleaning Standards, Attachment A*.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall commence on **December 2, 2019** on a month to month basis. Either party may submit a request for an amendment thirty days in advance for change to this contract.

3. TERMINATION

Either party can terminate this contract without cause by providing 30 days' written notification to the non-terminating party.

4. COMPENSATION

Clark County Public Health shall pay an amount not to exceed **two hundred and thirty dollars (\$230.00)** per month for the performance of all things necessary for or incidental to the performance of work as set forth in the *Cleaning and Service Plan, Attachment A*, which is attached and incorporated by reference. Innovative Services NW Janitorial Services shall provide an invoice for services rendered by the fifth (5th) day of the following month. **Clark County Public Health** shall make payment within thirty days (30) of receipt of the invoice.

5. PREVAILING WAGE

This contract involves public work under the job classification of Building Service Employees, Janitor, and prevailing wages must be paid. Innovative Services NW Janitorial Services agrees to follow all applicable prevailing wage requirements of RCW 39.12.

Prevailing wage rates for public works contracts can be located on this webpage: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The current wage for the job classification of Building Service Employees, Janitor as of 12/6/2019 is: \$21.12.

Innovative Services shall submit Intent and Affidavit forms that have been approved by L & I, to Clark County Public Health in order to receive payment. An approved Intent and Affidavit form that includes the current prevailing wage shall be completed each year after the first year of the contract. Clark County Public Health will bear the cost of wages required by the wage update.

6. LATE FEE AND SERVICE INTERRUPTION

Clark County Public Health agrees to pay a \$25.00 service charge on balances 30 days past due. The service charge will be assessed on the subsequent invoice. Accounts that are more than 60 days past due are subject to service interruption until the account is in good standing.

7. AMENDMENTS

Any modification to this Agreement shall be in writing and signed by both parties.

8. INDEMNIFICATION

Innovative Services NW Janitorial Services agrees to indemnify and hold **Clark County Public Health** harmless for any injury that occurs to any Innovative Services NW Janitorial Services staff while providing services in Clark County Public Health facilities, unless such injury was a result of **Clark County Public Health**.

9. INSURANCE

Innovative Services NW Janitorial Services agrees to obtain and maintain all proper insurance coverage necessary to conduct its business whether such coverage is required by law or by reasonable prudence.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. INDEPENDENT CONTRACTOR

Innovative Services NW Janitorial Services agrees and acknowledges that it is an independent contractor and is not an employee or agent of **Clark County Public Health**. Innovative Services NW Janitorial Services has no expressed, implied, or apparent power or authority to act, represent, or bind **Clark County Public Health**. This Agreement does not create an agency, partnership, joint venture, or any other form of legal association between the parties.

12. GOVERNING LAW

The laws of the state of Washington shall govern this Agreement. Jurisdiction shall be in the state of Washington and venue shall be in Clark County, Washington.

13. ATTORNEYS FEES

In any matter that arises under this Agreement requiring the services of an attorney, the successful party shall be entitled to reasonable attorneys' fees.



14. AMBIGUITY

Any ambiguity that may exist in any provision of this Agreement shall be interpreted according to its intent and not against the drafter.

15. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions the parties have agreed upon. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties.

16. WAIVER

Waiver or default of any provision of this Agreement shall not be deemed a waiver of any subsequent default, and shall not be construed to be a modification of the terms of this Agreement.

17. ASSIGNMENT

Innovative Services NW Janitorial Services shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of **Clark County Public Health**.

18. CONFIDENTIALITY

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, and will employ all necessary safeguards to prevent use or disclosure of Confidential Information, including Protected Health Information. Each party agrees to report to the other any use or disclosure of the Confidential Information, including Protected Health Information of which it becomes aware.

In witness whereof the parties above describe execute this Agreement:

Clark County Public Health

Innovative Services NW Janitorial Services

By: Shawn W. Hennessee Shawn Hennessee

By: Susan Venenuseo

Title: County Manager

Title: VP of Internal Operations

Date: 12/10/2019

Date: 12-11-19

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY

Amanda Migchelbrink 12/10/2019
Amanda Migchelbrink, Deputy Prosecuting Attorney



Attachment A
Innovative Services NW Janitorial Services
Service Plan and Cleaning Standards



SCOPE OF WORK FOR: **Clark County Public Health
(Harm Reduction Ctr)**

1. **STAFFING**

Innovative Services NW Janitorial Services will provide sufficient personnel to accomplish all required services under this plan. All such personnel will be skilled in the various tasks assigned. All such personnel will have passed a Washington State Patrol background check. All janitorial personnel will wear their agency provided apparel and display an authorized identification badge while on duty. Innovative Services NW Janitorial Services is responsible for the proper conduct of all personnel while on duty.

2. **TRAINING**

Innovative Services NW Janitorial Services will supply experienced personnel trained in proper facility cleaning, Blood borne Pathogens and proper cleaning and disposal of Hazardous Wastes.

3. **SECURITY**

Innovative Services NW Janitorial Services will maintain custody and control of keys and entry cards issued by **Clark County Public Health (CAP Harm Reduction Ctr)**. Innovative Services NW Janitorial Services will ensure all locked doors in all facilities are locked after cleaning or at the designated time. At no time will locked exterior doors be unlocked or propped open by the janitor during cleaning hours. Interior security doors will remain locked at all times and will not be propped open. Innovative Services NW Janitorial Services will provide a log at each facility for its employees to sign in when beginning work and to sign out when leaving the facility. Each entry will contain date, time, and employee name.

4. **MATERIALS AND EQUIPMENT**

Innovative Services NW Janitorial Services will provide all equipment, tools, chemicals and materials, to be used for cleaning, polishing, waxing, etc.

5. **SUPPLIES**

Clark County Public Health (CAP Harm Reduction Ctr) will provide all paper towels, hand soap, toilet tissue, and toilet seat covers. Innovative Services NW Janitorial Services will provide all trash can liners, cleaning chemicals and cleaning equipment.

6. **SAFETY**

Safety is the sole responsibility of the Innovative Services NW Janitorial Services on the job site. Innovative Services NW Janitorial Services will comply with all safety codes and requirements of the state, federal, and local laws and ordinances. Innovative Services NW

Janitorial Services will report any facility fires, hazardous conditions, and items in need of repair such as leaky faucets, toilet stoppages, and broken light fixtures to the contract contact person.

7. CLEANING STANDARDS

The specific performance requirements, listed below, are for the detailed functions in servicing **Clark County Public Health (CAP Harm Reduction Ctr)** areas and are to be considered the minimum acceptable standards.

The following descriptions are how each item will appear after scheduled service day.
*Exception to daily service as noted.

Carpet Surfaces

Thoroughly vacuumed and free of all visible surface debris. (*Exception: Edge vacuuming will be performed once per month).

Doors, Door Jams, Door Handles, Kick Plates, Switch Plate, Railings & Walls

Clean, disinfected, free of fingerprints, marks, soil and spots.

Sinks and attached Bright work Fixtures

Clean and free of all removable water spots, rings, soils, soap and mineral deposits and other foreign material. Surfaces have been polished.

Facility Air

Free of unpleasant odors that could result from Janitorial cleaning and equipment.

Furniture

All trash containers, recycle containers, chairs, etc. will be returned to their original position after service has occurred.

Hard Floor Surfaces

Swept or vacuumed of all debris and then wet mopped. Floor will be free of all removable urine, soil, film, residue, dust, streaks, and spots.

Janitorial Equipment and Supplies

All janitorial equipment and supplies will be properly stored or removed after each service.

Mirror, Mirror Frames

Clean and free of all removable fingerprints, splatter, water spots, streaks, dust and foreign material.

Paper Towel, Soap, Toilet Paper, Seat Cover Dispensers

Full or filled sufficiently to last until the next service day. Dispenser is clean and polished.

Restroom Partitions and Walls

Free of all urine, spots, film, dust and soil.

Trash Receptacles

Empty of all waste and debris. Liner is not torn or soiled and properly attached or non-lined receptacle has been wiped clean. Outside of receptacle is free of all soils and polished.

Toilets, Toilet Seats, Urinals, attached bright work fixtures

Disinfected. Free of all urine, feces, removable stains, hairs, debris, rings, and odors.

Unobstructed Horizontal and Vertical Surfaces, Vents, Light Fixtures, Walls, and Baseboards

Dust and cobweb free. (*Exception Once per week service and surface areas over 10 feet will be serviced once per month)

Exceptions and Reservations

- *Emergency customer contact will be notified immediately by the janitorial contractor in the event of property damage due to fire, flood, vandalism, burglary, or other incident as deemed as having a possible negative impact to the customer's facility and property.*

Emergency Contact Name	Emergency Contract Number
Dana Nguyen, Program Manager	Office: 564.397.7272 Cell: 360.524.1167
Michael Kubler, Director of Investigations and Response	Office: 564.397.8112

- *Periodic inspections of all areas will be made by Janitorial Quality Assurance Specialist or by other designated personnel. Any area not meeting the minimum Service Plan and Cleaning Standards will be reviewed with site staff and a corrective plan for improvement developed to correct any deficient work*
- *In the event of severe weather conditions that result in travel safety issues, service day may be delayed until travel safety issues pass.*
- *In the event of a holiday occurrence on the designated service day, service may be provided on the service day or coordinated with the customer for a changed day*
- *Service days: Wednesdays and Fridays*
- *Service time: between 9am-4pm*

- *Approximate square footage to be cleaned: 607*
- *Window washing, exterior and interior quote, is available upon request*
- *Carpet shampooing/extraction quote available upon request*
- *Strip and wax hard floor surfaces quote available upon request*
- *Machine scrub/tool turbo tile floors quote available upon request*