

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
THE CONTINENTAL CLEANING COMPANY OF KANSAS CITY, LLC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and [INSERT Contractor Name], a(n) [INSERT biz org type for company] (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2022-026 Custodial Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide [INSERT general type of services in RFP] (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
  - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
  - b. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
4. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of Agreement renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Agreement renewal.

5. Payments. The City shall pay the Contractor monthly based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment

discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively “Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions

are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Attn: Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

### 13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of

\$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

#### 14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
  - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
  - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen

property;

- c. a criminal violation of any state or federal antitrust law;
- d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
- e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

## 15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled

to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

- 15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or

obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: City Attorney's Office

If to Contractor: THE CONTINENTAL CLEANING COMPANY OF KANSAS CITY, LLC.  
9733 Colony Place  
Kansas City, MO 64131  
Attn: Natalie McKinney

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-



exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the

Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

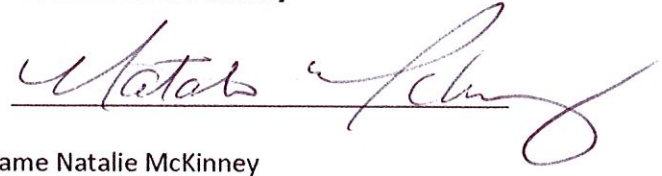
- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- 15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.
- 15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.
- 15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- 15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- 15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.
- 15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this 6<sup>th</sup> day of December, 2021 ("Effective Date").

**CITY OF LEE'S SUMMIT**

[INSERT CONTRACTOR'S NAME]

\_\_\_\_\_  
Stephen A. Arbo, City Manager                      Date

By   
Print Name Natalie McKinney

**ATTEST:**

Title    Owner

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

Date December 6, 2021

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniel R. White,  
Chief Counsel of Management and Operations

EXHIBIT A  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
THE CONTINENTAL CLEANING COMPANY OF KANSAS CITY, LLC.

CONTRACTOR'S PROPOSAL

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

The Continental Cleaning Company of Kansas City, LLC	47-5361122
FIRM SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
Natalie McKinney, Owner	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
9733 Colony Place	816-419-1664
ADDRESS	TELEPHONE                      FAX #
Kansas City, MO 64131	
CITY              STATE              ZIP	DATE
<a href="http://www.continentalcleaningkc.com">www.continentalcleaningkc.com</a>	continentalcleaningkc@gmail.com
WEB SITE	E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?  
If yes, please provide details and documentation of the certification.

**FORM NO. 1: PROPOSER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is:  National  Regional  Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities: six (6)  
Year of Experience conducting requested services

1c. Licensed to do business in the State of Missouri:  Yes  No

1d. Principal contact information: Name, title, telephone number and email address:

Natalie McKinney, Owner

Phone: 816-419-1664

Email: [continentalcleaningkc@gmail.com](mailto:continentalcleaningkc@gmail.com); [natalienmckinney@gmail.com](mailto:natalienmckinney@gmail.com)

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

This will be done by an individual company and their hired employees.

3a. Has this Joint Venture previously worked together?  Yes  No

**FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS**

Each respondent must complete this form for all proposed sub-consultants.

**SUB-CONSULTANT #1**

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Natalie McKinney
- b. Project Assignment: Lee's Summit Janitorial Project
- c. Name of Service Provider/Firm with which associated: Continental Cleaning
- d. Years Experience: 6 years  
With this service provider/firm \_\_\_\_ other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization: MA Environmental Science
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:  
Service Provider for Missouri Department of Transportation from August 2015 – Current



EXHIBIT B  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
THE CONTINENTAL CLEANING COMPANY OF KANSAS CITY, LLC.

SCOPE OF WORK

**1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The contractor shall send the CBS Supervisor a photo of each staff along with E-verifies, drug screening and background checks. New contractor staff members must be approved by the City prior to them entering any secured areas. All individuals assigned to provide services at the City facilities will be finger printed and background checked by the City. Upon the contract start date, the awarded Contractor shall provide staffing for the location(s) they are awarded. Contractor must have backup support staff in place for when someone is absent at the time the contract begins.

**2.0 SPECIFICATIONS:**

Schedules for cleaning of buildings: All cleaning positions shall clock in/out for each shift. After three or more missed clock ins/clock outs per month the City reserves the right to not pay for services on those missed clock in/out days. NOTE: Contractor electronic time keeping systems that meet all of the City requirements may be used, if approved by the City; and the contractor shall provide a monthly detailed timesheet report and a daily attendance report by 7am to the City. All shifts listed in Specs 2.1 through 2.6 are **Not to Exceed (NTE)** the hours listed for each shift. All monthly invoicing shall match hours spent onsite. Cleaning assignments shall be performed by each position per Attachment A and they are subject to change. Regular cleaning duties may be temporarily adjusted, as needed, for things such as, snow removal, and room set-ups at City Hall. In the event a contractor's scheduled employee is absent, an alternate cleaner shall be provided (the alternates background check shall be sent to the City for approval). Buildings shall be cleaned on all Legal holidays **except:** New Year's Day, Martin Luther King Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day. The City shall not be invoiced for any of the listed holidays above and this cost shall be factored into the hourly rate of all administrative cost on the "Fee Schedule". Square Footages identified in this RFP document are only estimates. There shall be an unpaid 30-minute lunch break (required) for the 8 hour shifts and staff must be onsite at the start and end if their scheduled work shift.

**2.1 Night Cleaner Position # 1:** NTE 12:00 am – 8:30 am (Sun – Thurs) – 8-hour shift and ½ hour lunch (no pay) and shall perform **Attachment A** cleaning services at the following locations and times:

- ✓ City Hall, 220 SE Green Street: 12:00am – 8:30 am (includes ½ hour no pay lunch)

**2.2 Night Cleaner Position # 2:** NTE 12:00 am – 8:30 am (Sun – Thurs) – 8-hour shift and ½ hour lunch (no pay) and shall perform **Attachment B** cleaning services at the following locations and times:

- ✓ City Hall, 220 SE Green Street: 12:00 am – 8:30 am (includes ½ hour no pay lunch)

**2.3 Night Cleaner Position # 3:** NTE 2:30 am – 8:30 pm (Sun – Thurs) - 6-hour shift and shall perform **Attachment C** cleaning services at the following locations and times:

- ✓ Fire Headquarters, 207 SE Douglas – Middle & Bottom level only: 2:30 am – 4:15 am
- ✓ City Hall, 220 SE Green Street: 4:15 am – 8:30 am

**2.4 Estimated Square footage of each location:**

- ✓ City Hall, 220 SE Green Street: 67,000 sf (53,000 sf carpet; 14,000 sf ceramic tile/sealed concrete)
- ✓ Fire Headquarters: 1<sup>st</sup> level and basement level only, 207 SE Douglas: 5,500 sf (3,500 sf carpet, 2,000 sf tile)

**2.5 Supplies/Equipment/Inventory:**

The City shall furnish all cleaning supplies (including all cleaning chemicals, hand towels, toilet tissue, hand soap for restroom dispensers, plastic trash liners, trash bags, urinal screens and sanitary napkin disposal bags). The City will furnish all equipment (mops, mop bucket, broom and vacuum) with the exception of floor stripping and waxing machines. Cleaning supplies and equipment provided by and for the Water Utilities buildings should not be shared or transported to other City facilities. Contractor shall be liable for restoring, repairing or replacing any equipment or surfaces so damaged by Contractor. All equipment must be cleaned & properly maintained after each use by Contractor. The equipment shall be subject to random inspections by City Staff. At no time will supplies or equipment be removed from the building where located.

**2.6 Required Reports:**

Contractor shall maintain an accurate perpetual inventory of all materials turned over to him and shall keep records of the rate of usage of those supplies. A copy of this inventory must be submitted to the Department contact person for the location on a monthly basis, or more frequently as requested. All work shall be recorded, showing date of performance and the areas where the work was performed. The record will be maintained by the contractor and made available to the Department contact person on a monthly basis.

**2.7 Subletting of Contract:**

The contract or any portion thereof shall not be sublet without written consent of the City of Lee's Summit. No such consent shall be construed as making a party to such subcontractor, or subjecting the City of Lee's Summit to liability of any kind to any subcontractor. No subcontract shall, under any circumstance, relieve the contractor of his liability and obligation under this contract, and all transactions with City of Lee's Summit must be through the general contractor.

**2.8 Fire Protection and Prevention:**

All materials and cleaning storage areas will be maintained in a safe, clean and orderly fashion.

**2.9 Accident Prevention and Safety Requirement:**

Contractor shall use necessary safety precautions for protection of the life and health of his employees and other persons, to damage to property, materials, supplies and equipment, and to avoid work interruptions in the performance of this contract, and shall also take or cause to be taken such additional measures as the Department head or contact person of each location may determine to be reasonable and necessary.

**2.10 Lost and Found Articles:**

Contractor shall insure that all articles found in the building by his personnel, while performing duties under this contract, are turned in to the Department contact person at that location.

**2.11 Emergencies:**

Contractor shall report vandalism and/or damage to the City immediately upon discovery.

**2.12 Security Requirements and Procedures:**

- ✓ Custodial personnel will report any unlocked doors, lights out, restroom fixtures not working, defective mechanical systems, damaged property, suspicious person, or any kind of an emergency to Central Building Services Superintendent, Ron Johnson.
- ✓ Custodial personnel shall not admit any unauthorized person to the any facility or individual office.
- ✓ Custodial personnel are to unlock the main office (if needed) they are assigned to clean. Any individual offices that have the door shut or locked are not to be cleaned. Personnel is to enter the main or individual offices, clean, turn out the lights-and leave the office, checking to be sure the door is locked when they leave ONLY if it was locked upon entrance. DOORS ARE NEVER TO BE PROPPED OPEN.

**2.13 Key Distribution:**

- ✓ Contractor shall be fully responsible for the security of building keys and/or codes in its possession or the possession of its employees. If a key and or code is lost (or is reported missing), it must be reported to the City immediately. The

Contractor shall agree to a \$50 credit on the monthly invoices for each keycard if lost or not returned (no credit required if swapping out a damaged keycard). If the key or code is lost and not found in (2) working days, re-keying and/or re-programming will be ordered and the Contractor invoiced for charges incurred.

- ✓ No keys or codes issued are permitted to be duplicated or shared between employees.
- ✓ The City will provide keycards and for each of the Contractors staff. The contractor shall send the CBS Supervisor a photo of each staff along with the E-verifies, drug screening and background checks. New contractor staff members must be approved by the City prior to them entering any secured areas and being issued keys or keycards.

#### **2.14 Supervision, Labor and Employee Acceptance:**

- ✓ The Contractor shall provide all staff with clothing that shows the name of the contractor. Contractor identification clothing shall be worn at all times.
- ✓ Contractor personnel must have reliable transportation and must be able to provide regular scheduled cleaning services during inclement weather conditions.
- ✓ All custodial personnel shall be physically able, capable and qualified in this type of work, and must have received training in the methods and use of materials in the performance of their work assignment. Custodial personnel assigned to the City's account are required to read, write, speak and understand the English language; and, understand written and oral rules and regulations.
- ✓ All custodial personnel shall be at least eighteen (18) years of age and capable of working nights. No one under the age of eighteen (18) will be allowed at the City of Lee's Summit work site(s).
- ✓ Contractor shall at all times provide adequate supervision of personnel to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
- ✓ Office equipment, telephones, showers, lockers, etc. shall not be used by the Contractor or the Contractor's employees.
- ✓ Any damage to equipment, furniture, fixtures, walls and floors, caused by the Contractor's employees shall be the Contractor's responsibility and expense to repair or replace. Any damage to the plumbing system caused by the improper use of or unauthorized use of chemicals or acids which result in complete repair or replacement of damaged piping or plumbing shall be at the contractor's expense.
- ✓ Custodial personnel should not disturb personal items or open desk drawers for any reason (closets, lockers, locker rooms and cabinets included).
- ✓ Eating and drinking is allowed only in the break room. There is to be No Smoking in any City facility.
- ✓ Lounging in offices, hallways, corridors or break rooms is not permitted.
- ✓ Custodial personnel should report the breakage of any personal item to the City.
- ✓ Contractor shall protect and hold harmless the City of Lee's Summit from any and all loss or image suffered by said City due to dishonesty, infidelity, larceny or theft by Contractor's agents and employees during the duration of the contract.
- ✓ Contractor personnel shall not enter any building prior to their shift start times. Personnel shall not loiter in building public areas or gather in parking areas and shall remain inside their vehicles until the commencement of the work shift.
- ✓ Contractor agrees to furnish all personnel and perform all services as spelled out in this Invitation to Bid. All workers employed by the Contractor shall have had prior experience or training in the duties for which they are employed.
- ✓ The City's representative reserves the right to deny entrance to the building and to remove from the building any personnel of the Contractor.

#### **2.15 Performance and Evaluation of Work:**

- ✓ The level of cleaning is extremely important. The City and the Contractor will formally evaluate quality of work through scheduled inspections once per month. Evaluation of work shall include: adherence to work schedule, performance and quality of cleaning for the scheduled tasks for each location, response time to correct substandard work and adherence to all the specifications and requirements of the bid. Random inspections may be performed at each site. The inspections may be daily, weekly or monthly. The quality of work performance monthly cleaning survey is part of the bid document.
- ✓ The City has a cleaning performance survey form for City employees to fill out (**See Attachment D**). Unsatisfactory ratings from this employee survey and the monthly cleaning inspections performed by the City for two months or

more on any building shall be cause for the City to re-evaluate the status of the contract. Failure by the contractor to take corrective permanent action upon notification may result in the City switching to the other awarded contractor and/or termination of the contract.

## **2.16 Specification Definitions and Requirements *(Daily unless noted otherwise)***

- ✓ DUSTING: A dusted surface is free of all dirt, dust, streaks, film, lint and cobwebs.
- ✓ DAMP WIPING: Damp wiping shall be done with a clean damp cloth. A properly wiped item or object will be free from dirt, dust, lint, streaks and will have a uniform shine. Care shall be taken when damp wiping venetian blinds to make sure that tape and cords are not soiled during the cleaning operation.
- ✓ VACUUMING CARPET/RUGS: The removal of dirt, dust, grit, etc., from various surfaces and recesses by use of a vacuum cleaner and various brush attachments, and crevice tools. A properly vacuumed area is free of all dirt, dust, grit and debris (including metal staples and paperclips)
- ✓ WET MOPPING: A floor that is wet mopped is free of soil, streaks, and contamination. Rinse water shall be kept clean. Floors shall be mopped with an approved detergent solution and disinfected. Special attention shall be given to the floor area around urinals, toilet, fixtures, edges and corners.
- ✓ STRIPPING (***as requested***): Removal of all wax or synthetic floor finish down to the flooring material by use of an approved stripping solution specifically prepared for this purpose along with an approved brush or pad. After the stripping process the floor shall be free of all streaks with a uniformly clean appearance free of contamination, cleaning solution, and ready for sealing or waxing when the floor has dried. The stripping solution shall be used in strict accordance with the manufacturer's instructions.
- ✓ SEALING (***Semi-Annually***): After the floor has been stripped and is thoroughly dry, an approved sealer shall be applied to the floor area in accordance with the sealer manufacturer's instructions.
- ✓ FLOOR FINISH APPLICATION (***as requested***): When applying floor finish, the floor must be free of all soap and contamination and completely dry. Finish must be applied evenly, free of streaks, and as uniform as possible. The floor shall be buffed after application of finish is strict accordance with the manufacturer's instructions.
- ✓ BURNISHED POLISHED CONCRETE (***as requested***): Friction rubbing of a concrete floor surface with abrasive pads until the desired level of glossy finish is achieved.
- ✓ DUST MOPPING/SWEEPING: A dust mopped and swept floor is free of all dirt, dust, grit, lint, and debris, except embedded dirt and grit. All dusting and dust mopping shall be done with treated dust cloths and dust mops supplied by the City.
- ✓ RINSING: A floor is rinsed when all contaminated cleaning solution and contaminates have been removed by mopping with clear water. Rinsing shall be repeated as many times as necessary until the floor is completely clean and free of contamination. Rinsing of any item requires the use of clear water to remove traces of the cleaning solution used to clean the item.
- ✓ CLEANING: An item is clean when it is free of all dust and dirt, film, lint streaks, and substantially free of all cleaning marks.
- ✓ DISINFECTING: For this contract, disinfecting shall mean the application of an approved disinfectant solution of the strength necessary to destroy microorganisms in the active (vegetative) state, but may not destroy spores.
- ✓ BATHROOMS/LOCKER ROOMS: Stools, stool seats and urinals shall be washed and disinfected. Seats shall be left in a raised position. The interior of stools and urinals shall be kept free of encrustations and water stains. All wash basins shall be thoroughly washed with a cleaning solution of detergent and disinfectant. Cleaning solutions used for urinals and stools shall not be used for cleaning wash basins. All mirrors, stainless steel, chrome, shelving dispensers, bright work and pipe work shall be washed and disinfected and free from streaks. Wash all walls and partitions in toilet and locker rooms with an approved cleaning solution. Cleaning solutions used for urinals and stools shall not be used for cleaning walls or partitions. All dispensers shall be damp wiped. Cleaning solutions used for urinals and stools shall not be used for damp wiping.
- ✓ MOVING GLASS: Glass doors with hinges and door side lights.
- ✓ All staging, cleaning carts and floor machines must be equipped with protective guards to prevent marring doors, walls, baseboards, furniture, etc.
- ✓ Nothing is to be thrown away unless it is in a trash receptacle or clearly marked "TRASH". Contractor personnel shall be required to transport bagged trash and building trash on each night as specified to building trash dumpsters. Recycling shall be kept separate from trash and shall put into the recycle dumpsters.

## Attachment A

City of Lee's Summit Daily Work Week Assignments for **Night Cleaning Position # 1**  
 This Sheet must be filled out and turned in **every Monday** to CBS Superintendent  
**Enter a "C" in the space after each task is completed.**

Name:		Date:				
City Hall ( <b>No Cleaning in Parks &amp; Rec Dept.</b> ) 12:00am to 8:30am MON - FRI <b>(2am - 15 min break) – (4am – 30-minute Lunch break) – (6:30am - 15 min break)</b>		<u>ENTER WORK DATES BELOW</u>				
<b>Cleaning Work Assignment - Please report any issues with dispensers, sinks, toilets, equipment, etc. to CBS Superintendent at 969-1860</b>		—	—	—	—	—
Times	Work Assignment	Mo	Tu	We	Thu	Fr
12:00am to 8:30am	<b>City Hall:</b> 1 <sup>st</sup> Level - Lobby Floor Detail: Vacuum runners, Dust mop tile daily then Run floor machine (3 times a week or more - If needed depending on the weather) - spot check tile every day. Sweep/mop lobby steps daily. <b>Note:</b> Move all furniture in lobby on Mondays and clean underneath.		skip		skip	
	<b>City Hall:</b> 1 <sup>st</sup> Level: Vacuum Detail - ALL Office/cube & <b>ALL conference rooms.</b> Detail vacuum carpet in each department/conference room on a rotation schedule throughout the week (should have detail vacuumed the entire 1 <sup>st</sup> level by end of each week). Spot check all floors Daily. <b>8 AM On Friday's – HR DEPT.</b> Vacuum Detail in all offices. <b>NOTE:</b> 1 <sup>st</sup> floor - Wide vacuum detail in large open areas & walkways areas only are performed by Position # 2 on M-W-F.					
	<b>City Hall (Daily):</b> 1 <sup>st</sup> Level - Check/clean Council Chambers and Council <b>Committee meeting room</b> including vacuuming, dusting, counters, tables and chairs & <b>Empty Trash &amp; install new liner Daily</b>					
	<b>City Hall (Daily):</b> 1 <sup>st</sup> Level - All Kitchen areas/Coffee Bars - Empty trash/recycle (keep separate), damp wipe countertops, tabletops, sinks, plumbing fixtures, stainless steel, moving glass, and appliances. Stock paper towels and dish soap.					
	<b>City Hall:</b> 1 <sup>st</sup> Level - Office and Conference Room Areas: (M-W-F): Empty trash/recycle (keep separate). (T-TH): Disinfect door handles, damp wipe tables/countertops, Dusting. (Daily): Spot check all carpet daily. (Weekly): Dust televisions/wall mounted monitors and Clean all moving glass, front counters and glass and dust windowsills. <b>Check/clean ALL Conference Rooms Daily</b>					
	<b>City Hall (Daily):</b> 1 <sup>st</sup> Level - Lobby Glass, Clean all moving glass and dust windowsills.					
	<b>City Hall (Once a Week):</b> 1 <sup>st</sup> and 2 <sup>nd</sup> Level Back Concrete Hallway: Dust mop and run floor machine. <b>NOTE: Spot Check/clean area daily - as needed</b>					
	<b>City Hall (Daily):</b> Assist other crewmembers with their duties – as needed.					
	<b>City Hall:</b> Clean all equipment used					

### Attachment B

City of Lee's Summit Daily Work Week Assignments for **Night Cleaner Position # 2**  
 This Sheet must be filled out and turned in **every Monday** to CBS Superintendent  
**Enter a "C" in the space after each task is completed.**

Name:		Date:				
City Hall ( <b>No Cleaning in Parks &amp; Rec Dept.</b> ) 12:00am to 8:30am MON – FRI <b>(2am – 15 min break) – (4am – 30-minute Lunch break) – (6:30am – 15 min break)</b>		<u>ENTER WORK DATES BELOW</u>				
<b>Cleaning Work Assignment – Please report any issues with dispensers, sinks, toilets, equipment, etc. to CBS Superintendent at 969-1860</b>		—	—	—	—	—
Times	Work Assignment	Mo	Tu	We	Thu	Fr
12:00am to 8:30am	<b>City Hall:</b> Both levels (3 times a week): Use Wide vacuum on carpet in all Main walk paths and wide-open carpet areas conference rooms. <b>NOTE:</b> Wide Vacuuming detail Includes the 1 <sup>st</sup> floor large open areas & walkways areas only		skip		skip	
	<b>City Hall:</b> 2 <sup>nd</sup> Level: Vacuum Detail – ALL Office/cube & ALL conference rooms in each department/conference room on a rotation schedule throughout the week (should have detail vacuumed the entire 2 <sup>nd</sup> level by end of each week). Spot check all floors Daily.					
	<b>(2am – 15 min break) – (4am – 30-minute Lunch break) – (6:30am – 15 min break)</b>					
	<b>City Hall:</b> 2 <sup>nd</sup> Level – Office and Conference Room Areas: (M-W-F): Empty trash/recycle (keep separate). (T-TH): Disinfect door handles, damp wipe tables/countertops, Dusting. (Daily): Spot check all carpet daily. (Weekly): Dust televisions/wall mounted monitors and Clean all moving glass, front counters and glass and dust windowsills. <b>Check/clean ALL Conference Rooms Daily</b> <b>After 7 AM – ITS DEPT.</b> – All cleaning details performed daily. <b>After 8 AM – CREATIVE SERVICES DEPT.</b> – All cleaning details performed daily. <b>After 8 AM – LAW DEPT.</b> – All cleaning details performed daily.					
	<b>City Hall (Daily):</b> 2 <sup>nd</sup> Level – All Kitchen areas/Coffee Bars – Empty trash/recycle (keep separate), damp wipe countertops, tabletops, sinks, plumbing fixtures, stainless steel, moving glass, and appliances. Stock paper towels and dish soap. Assist with Main break room on 2 <sup>nd</sup> floor – as needed.					
	<b>City Hall (2x a wk.):</b> Back stairwell and landing area – Sweep/mop steps, vacuum rugs at bottom of stairs.	skip		skip		skip
	<b>City Hall:</b> Two Elevators (once a week on Fridays): Clean stainless steel & door tracks	skip	skip	skip		skip
	<b>City Hall (Daily):</b> Once all duties are completed and if time allows assist other cleaning staff to finish shift. <b>City Hall:</b> Clean all equipment used					

### Attachment C

City of Lee's Summit Daily Work Week Assignments for **Night Cleaner Position # 3**  
 This Sheet must be filled out and turned in **every Monday** to CBS Superintendent  
**Enter a "C" in the space after each task is completed.**

Name:		Date:				
Fire HQ & City Hall 2:30am to 8:30am MON - FRI <b>(4:15am – 15 min break) - (no lunch)</b>		<u>ENTER WORK DATES BELOW</u>				
<b>Cleaning Work Assignment - Please report any issues with dispensers, sinks, toilets, equipment, etc. to CBS Superintendent at 969-1860</b>		—	—	—	—	—
Times	Work Assignment	Su	Mo	Tu	We	Thu
2:30am to 4:15am	<b>Fire HQ Bottom Level:</b> <b>ALL Restrooms (Daily):</b> All fixtures cleaned and disinfected including toilet/bases, urinals and partitions/walls, sinks etc. Dust mop/wet mop floors. Disinfect door handles, clean mirrors, trash emptied and products restocked. <b>Training center area, stairway and hallways (Daily):</b> Empty trash/recycle (separate), disinfect door handles, damp wipe tables/countertops and vacuum carpet/runners, dust mop/wet mop hard surface floors. (Weekly): Clean all moving glass, dusting, wipe down walls, vents, etc. <b>Dispatch area including Kitchen (Daily):</b> Empty trash/recycle (separate), dust mop/wet hard surface floors, vacuum carpet/runners, clean countertops, tabletops, sinks, plumbing fixtures, stainless steel, moving glass, and appliances. (Weekly): Dust windowsills and wipe down table legs, stools, chairs, and vents.					
	<b>Fire HQ Middle Level:</b> <b>ALL Restrooms (Daily):</b> All fixtures cleaned and disinfected including toilet/bases, urinals and partitions/walls, sinks etc. Dust mop/wet mop floors. Disinfect door handles, clean mirrors, trash emptied and products restocked. <b>Office and Conference Room Areas and Entries/Lobby/ Hallways (Daily):</b> Empty trash/recycle (separate), disinfect door handles, damp wipe tables/countertops and vacuum all check carpet/runners, dust mop/wet mop hard surface floors. Clean all moving glass, dusting, wipe down walls, vents, etc. <b>Kitchens, Break Room Coffee Bars (Daily):</b> Empty trash/recycle (separate), dust mop/wet mop hard surface floors, clean countertops, tabletops, sinks, plumbing fixtures, stainless steel, moving glass, and appliances. (Weekly): Move tables and chairs in break area and clean underneath. Dust window sills & wipe down table legs, stools and chairs. <b>4:15am – 15-minute break</b>					
4:30am to 8:30am	<b>City Hall (Daily): City Hall (Daily):</b> Both Levels – Clean 11 Restroom & 2 Locker Rooms including the following detailed cleaning: All fixtures cleaned and disinfected including toilet/bases, urinals, partitions/walls, clean sinks & showers, disinfect door handles, clean mirrors, trash emptied and all products restocked. Floors dust mopped and then wet mop edges and run floor machine. (Weekly): Dust locker tops. <b>NOTE: All Details above are to be done in the following times &amp; order:</b> <b>4:15am – 15-Mintue Break</b> <b>4:30am</b> - Two staff restrooms/locker rooms (1st floor). <b>5:10am</b> - First floor restroom in Council Chambers. <b>5:25am</b> - First floor restrooms on north end of lobby. <b>06:05am</b> - First floor restrooms on south end of lobby. <b>06:45am</b> - Second floor restrooms on north end of lobby. <b>07:25am</b> - Second floor restrooms on south end of lobby.					
	<b>8:05am - City Hall (Daily):</b> Main break room on 2nd floor: Empty trash/recycle (keep separate), damp wipe countertops, tabletops, sinks, plumbing fixtures, stainless steel, moving glass, and appliances. Stock paper towels and dish soap. (Weekly): Move tables and chairs in break room and clean underneath. Dust windowsills and wipe down table legs, stools and chairs.					
	<b>City Hall (Daily):</b> After all restrooms and 2 <sup>nd</sup> floor break room is detail cleaned Clean up all equipment and prepare cart for next day					

# Attachment D

## Central Building Services Custodial Cleaning Services Survey

Edit | View Responses | Add | Search

### Draft Survey

Search ID:

Please fill out and submit the following survey on the level of your satisfaction related to the Custodial cleaning services provided by the current cleaning Contractor.

#### Custodial Contractor Cleaning Services

To rate your Cleaning Service please Click on each drop down box and select a rating based on a scale of 1 to 3:  
1-Unsatisfactory    2-Satisfactory    3-Highly Satisfied

General Dusting	<input type="text"/>	Overall Floor Care including: Vacuuming, Sweeping & Mopping	<input type="text"/>
Trash/Recycle Disposal	<input type="text"/>	Cleaning & Stocking Restrooms	<input type="text"/>
Cleaning & Stocking of Kitchen/Break areas	<input type="text"/>	Cleaning of Meeting Rooms	<input type="text"/>
Overall Cleanliness of the building	<input type="text"/>	Rate Overall Satisfaction with your current Cleaning Service	<input type="text"/>

If you have scored any rating at 1 please add your comments here:

Other comments:

What changes or improvements, if any, would you suggest?

Your Name:

Your Department & Location of your Building:

Name of the Contractor Performing the Cleaning Service:

Date:

02/26/2019

Time: 2:52PM

If you would like to upload any Pictures or Attachments please click below:

file upload





EXHIBIT C  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
THE CONTINENTAL CLEANING COMPANY OF KANSAS CITY, LLC.

PROPOSAL FEES / COSTS

Facility Locations	Hourly Rate	Estimated Annual Cost
<b>2.1 Night Cleaner position # 1:</b> 12:00 am – 8:30 am M-F (NTE 8-hour shift) ~SEE ATTACHMENT A	\$ 15.00 Per Hour	\$ 30,000.00 (Hrly Rate x 2000 hours)
<b>2.2 Night Cleaner position # 2:</b> 12:00 am – 8:30 am M-F (NTE 8-hour shift) ~SEE ATTACHMENT B	\$ 15.00 Per Hour	\$ 30,000.00 (Hrly Rate x 2000 hours)
<b>2.3 Night Cleaner position # 3:</b> 2:30 am – 8:30pm M-F (NTE 5-hour shift) ~SEE ATTACHMENT C	\$ 15.00 Per Hour	\$ 30,000.00 (Hrly Rate x 2000 hours)
<b>ESTIMATED TOTAL ANNUAL COST</b>		<b>\$ 114,500.00</b>
Hourly Rate for additional services if requested outside existing scope and schedule.		\$ 20.00 Per Hour
Burnishing, Stripping, Sealing and Finish Application – (City to provide all supplies, Contractor to provide equipment). Invoicing will only be by the foot. Contractor will not bill the additional hourly rate stated above.		\$ 00.25 Per Foot

Total price includes the cost of a supervisor/project manager @ \$16.00 per hour to handle any issues that occur with night staff and that will act as liaison with City of Lee's Summit representatives. The total price does not include the cost of floor Stripping and sealing that will be billed separately, as services are provided (estimated as semi-annually).