

**City of Oak Harbor
Request for Proposal
Legal Notice**

Notice is hereby given that the City of Oak Harbor has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.oakharbor.org. If further information is required and/or to schedule a site visit, please contact Sandra Place, Budget and Purchasing Specialist at splace@oakharbor.org.

RFP# 12-0002

RFP Title: Janitorial Services

RFP Due Date and Time: March 30, 2012 at 2:00 p.m.

Brief Scope of Services:

Provide all labor, materials, tools and equipment to perform Janitorial Services at City Hall, Police Department, Senior Center and the Public Works Department buildings.

Connie Wheeler, City Clerk

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 Whidbey News-Times – March 10, 2012 and March 17, 2012

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Oak Harbor, Washington for:

RFP# 12-0002

Janitorial Services

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the City of Oak Harbor on the City's website at www.oakharbor.org.

The City of Oak Harbor reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Oak Harbor equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or disability.

It is the City of Oak Harbor's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

DURATION OF SERVICES:

The term of the awarded Contract will be for 2 years with an option to renew for a third year.

PRE-SUBMITTAL MEETING:

The pre-submittal meeting will be held at City of Oak Harbor Public Works building, 1400 NE 16th Avenue on Wednesday, March 21, 2012 at 10:00 a.m. Attendance is strongly encouraged.

QUALIFICATIONS:

The Vendor is required to have the following qualifications:

To be considered a responsive and responsible proposer, Contractor's submittal must clearly indicate compliance with the qualifications as required in Form #1 Contractor Qualification

Certificate. Proposals that do not meet these standards may be rejected without further consideration by the City.

- Five (5) or more years of related experience;
- Experience working with municipal and regulatory entities;
- Strong written, verbal and interpersonal communication skills;
- Ability to meet required deadlines as demonstrated by prior project history;
- Strong expertise, knowledge and/or experience in requested services.

SUBMITTAL REQUIREMENTS:

Responses to this RFP must include the following:

- Copies of licenses and training certificates for key personnel who would be assigned to the Contract;
- A completed and signed Form #1 Contractor Qualification Certificate;
- A completed and signed RFP Proposal Form;
- A completed and signed Cost Proposal Form.

REQUIRED NUMBER OF PROPOSALS: Two completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

- Price;
- Experience working on similar service agreements;
- Qualifications of key personnel to be used on the project;
- Response of references;
- Ability to meet required deadlines.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 2:00 PM on March 30, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Oak Harbor equal opportunity requirements. The City of Oak Harbor is committed to a program of equal employment opportunity regardless of: age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or any other status protected by law.

TITLE VI: It is the City of Oak Harbor policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B."

Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception.

Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

PREVAILING WAGE: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may

be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Oak Harbor's Registration and Business.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

INFORMATION SECURITY REQUIREMENTS: Reference Attachment "O" for information security details.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Oak Harbor may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Oak Harbor to other agencies for the same cost, terms and conditions.

The City of Oak Harbor does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Oak Harbor accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

ATTACHMENT "A"

SCOPE OF WORK

The contractor will be required to clean all City buildings no sooner than one hour following closing and shall be completed one hour prior to the arrival of staff.

1. The contractor shall furnish and utilize a communication log book at each site.
2. Invoicing shall be once a month and include each building separately.
3. The City of Oak Harbor shall furnish all paper/consumable items.
4. The contractor shall be required to furnish all cleaning chemicals, floor maintenance supplies, tools and equipment to complete tasks.
5. The contractor will be required to select individuals to perform janitorial services for City facilities in conformance with accepted janitorial practices and standards.
6. Contractor shall provide an adequate number of employees to maintain cleaning in accordance to the specifications.
7. The City will not provide any supervision to Contractor's employees. Contractor must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise.
8. During the term of this contract, the City shall have the option to increase or decrease the amount of service provided under this contract. The contract rate for such increase and decrease shall be adjusted upon mutual agreement of the parties. In the event that the parties cannot agree upon a rate for said increase and decrease in service, either party upon thirty (30) days written notice may terminate the contract.
9. The Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.
10. Contractor shall provide adequate training to all employees on safety and the understanding and correct use of all materials and equipment used to clean, including what to do if problems occur. The use and understanding of MSDS Sheets shall be included in this training.
11. Contractor shall work around any night meetings if possible.
12. A daily checklist shall be provided and filled out after each scheduled cleaning day.

Attach and include your recommended maintenance proposals with your submittal.

City Hall

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	Sq. Feet or No. of Items							
				M	T	W	T	F	S	S	
1	DUSTMOP ALL UNCARPETED AREAS										
	a Reception, entrance, lobby areas	831 / 2	3	X		X		X			
	b Stairway/hall area	1474	3	X		X		X			
2	c Coffee / LunchRoom	180	3	X		X		X			
	VACUUM ALL CARPETED / MAT AREAS										
	a Reception, entrance, lobby areas	480 / 3	3	X		X		X			
b	General office area	5828 / 20	3	X		X		X			
	c Stairway/hall Mats	120	3	X		X		X			
	d Supply/mailroom	665 / 4	3	X		X		X			
e	Conference Rooms	1024 / 4	2	X		X		X			
	f Council room	612	3	X		X		X			
	g Coffee / LunchRoom Mats	180	3	X		X		X			
3	DAMP MOP ALL FLOORS										
	a Reception entrance areas	831 / 2	2	X		X		X			
	b Stairway/hall area	1474	2	X		X		X			
c	Coffee / LunchRoom	180	3	X		X		X			

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	Sq. Feet or No. of Items							
				M	T	W	T	F	S	S	
6	EMPTY WASTE / RECYCLE RECEPTICLES										
	a Lunchroom/coffee room areas	1	3	X		X		X			
	b Offices	20	3	X		X		X			
c	Reception / Lobby	5	3	X		X		X			
	d Conference Rooms	4	3	X		X		X			
	e Supply Mail room	4	3	X		X		X			
f	Bathrooms	6	3	X		X		X			
	g Clean outside of all waste receptacles and replace bags when needed.	40									
	CLEAN COUNTERTOPS, TABLETOPS,										
7	a Reception, entrance, lobby areas	6	2	X		X		X			
	b Lunchroom/coffee room areas	2	3	X		X		X			
	c Conference Rooms	4	2	X		X		X			
d	Council room	1	1	X		X		X			
	Bathrooms	6	3	X		X		X			

Monthly

City Hall

	SPOT CLEAN GLASS DOORS, GLASS PARTITIONS, DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, WOODWORK, FILE CABINETS, TELEPHONES ETC.																			
8	RESTROOM CLEANING			1	X															
9	a Clean and disinfect all toilet bowls and urinals	8	3		X															
	b Clean wash basins and attached fixtures	9	3		X															
	c Clean all mirrors	6	2		X															
	d Sweep, damp mop and disinfect restroom floors	282 / 6	3		X															
	e Wash and disinfect toilet partition wall, doors, Fill all toilet paper and towel receptacles, soap dispensers (Provided by Agency)	6	2		X															
	f Clean and disinfect inside and outside of all waste receptacles.	18	3		X															
	g	6	1																	
4	WINDOW BLINDS																			
4	CARPET CLEANING																			
4	CARPET SPOT CLEANING																			
4	WASH INTERIOR SIDE OF WINDOWS/SILLS																			
5	WASH EXTERIOR SIDE OF WINDOWS																			

2 x year
2 x year
When needed
Quantity
Quantity

Utilities, Finance, Legal and Human Resource offices and space shall not be included in this contract.

Public Works Building B

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S	S
1	DUSTMOP ALL UNCARPETED AREAS a General office area b Conference Room c Hallways e Mud Rooms	238 / 2	2		X		X				
		375 / 2	2		X		X				
		968	2		X		X				
		250 / 2	2		X		X				
2	DAMP MOP ALL FLOORS b General office area a Conference Rooms b Hallways d Mud Rooms	238 / 2	1		X		X				
		375 / 2	1		X		X				
		968	1		X		X				
		250 / 2	2		X		X				
3	WASH INT/EXT SIDES OF WINDOW						X				
4	STRIP AND WAX FLOORS	1831									

3 X YR
quarterly

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
5	EMPTY ALL WASTE RECEPTILES b Offices d Conference Rooms e Bathrooms	2	1		X		X			
		2	1		X		X			
		2	2		X		X			
		2	1		X		X			
		2	2		X		X			
6	CLEAN COUNTERTOPS AND TABLETOPS c Conference Rooms d Bathrooms	2	1		X		X			
		2	2		X		X			
7	DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, FILE CABINETS, ETC.		1		X					
8	RESTROOM CLEANING a Clean and disinfect all toilet bowls and urinals b Clean and wash basins and attached fixtures c Clean all mirrors d Sweep, damp mop and disinfect restroom floors e Wash and disinfect toilet partition wall, doors, Fill all toilet paper and towel receptacles, soap dispensers (Provided by City) f Clean and disinfect inside and outside of all waste receptacles.	4	2		X		X			
		4	2		X		X			
		2	2		X		X			
		342 / 2	2		X		X			
		3	1		X					
		8	2		X		X			
		2	1		X					

Public Works Building C

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S	
1	DUSTMOP ALL UNCARPETED AREAS										
	a Conference Rooms	446 / 2	2		X		X				
	b General office area	423 / 3	2		X		X				
	c Lunchroom	1105	2		X		X				
	d Hall area	2109	2		X		X				
e Mud Room	380 / 3	2		X		X					
2	VACUUM ALL CARPETED AREAS										
	a Reception, entrance, lobby areas	538	2		X		X				
	b General office area	851 / 5	2		X		X				
	c Hall area	487	2		X		X				
d Classrooms	1647 / 2	1		X							
3	DAMP MOP ALL FLOORS										
	a Conference Rooms	446 / 2	1		X						
	b General office area	423 / 3	1		X						
	c Lunchroom	1105	2		X		X				
d Hall area	2109	1		X							
e Mud Room	380 / 3	2		X		X					
4	WASH INT/EXT SIDES OF WINDOWS										
	STRIP AND WAX FLOORS	3958									

3 x yr
quarterly

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S	
6	EMPTY ALL WASTE RECEPTILES										
	a Lunchroom	2	2		X		X				
	b Offices	8	1		X						
	c Reception area	2	1		X						
	d Conference Rooms	4	1		X						
e Bathrooms	6	2		X		X					
7	CLEAN COUNTERTOPS AND TABLETOPS										
	a Reception, entrance, lobby areas	2	1		X						
	b Lunchroom	6	2		X		X				
	c Conference Rooms	2	1		X						
	d Bathrooms	6	2		X		X				
e Classrooms	10	1				X					
8	DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, FILE CABINETS, ETC.		1		X						
	9	RESTROOM CLEANING									
		a Clean and disinfect all toilet bowls and urinals	18	2		X		X			
		b Clean and wash basins and attached fixtures	12	2		X		X			
		c Clean all mirrors	8	2		X		X			
d Sweep, damp mop and disinfect restroom floors		905 / 6	2		X		X				
e Wash and disinfect toilet partition wall, doors, shower	14	1		X							
f Fill all toilet paper and towel receptacles, soap dispensers. (Provided by City)	36	2		X		X					
g Clean and disinfect inside and outside of all waste receptacles.	6	1		X							
WINDOW BLINDS											
CARPET CLEANING											
CARPET SPOT CLEANING											

2 x year
2 x year
When needed

Police Department

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	Days of Week						
				M	T	W	T	F	S	S
1 DUSTMOP ALL UNCARPETED AREAS	a Reception, entrance, lobby areas		3	X		X		X		
	b General office area		3	X		X		X		
	c Lunchroom/coffee room areas		3	X		X		X		
	d Stairway/hall area		3	X		X		X		
	e Bathrooms		3	X		X		X		
	f Other									
2 VACUUM ALL CARPETED AREAS	a Reception, entrance, lobby areas		3	X		X		X		
	b General office area		3	X		X		X		
	c Stairway/hall area		3	X		X		X		
	d Supply/mailroom		3	X		X		X		
	e Conference Rooms		3	X		X		X		
	g Coffee Room		3	X		X		X		
3 DAMP MOP ALL FLOORS	a Lunchroom/coffee room areas		3	X		X		X		
	b Hallways		3	X		X		X		
	c Bathrooms		3	X		X		X		
	d Other									
4 WASH INTERIOR SIDES OF WINDOW			1					X		
5 WASH EXTERIOR SIDES OF WINDOW			1					X		

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	Days of Week						
				M	T	W	T	F	S	S
6 EMPTY ALL WASTE RECEPTILES	a Lunchroom/coffee room areas		3	X		X		X		
	b Offices		3	X		X		X		
	c Hallways		3	X		X		X		
	d Conference Rooms		3	X		X		X		
	e Bathrooms		3	X		X		X		
	f Clean and disinfect inside and outside of all waste receptacles.		1						X	
7 CLEAN COUNTERTOPS AND TABLETOPS	a Reception, entrance, lobby areas		3	X		X		X		
	b Lunchroom/coffee room areas		3	X		X		X		
	c Conference Rooms		3	X		X		X		
	d Bathrooms		3	X		X		X		

	SPOT CLEAN GLASS DOORS, GLASS PARTITIONS, DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, WOODWORK, FILE CABINETS, ETC.																			
8	RESTROOM CLEANING		3	X		X			X											
	a Clean and disinfect all toilet bowls and urinals		3	X		X			X											
	b Clean and wash basins and attached fixtures		3	X		X			X											
	c Clean all mirrors		3	X		X			X											
	d Sweep, damp mop and disinfect restroom floors		3	X		X			X											
	e Wash and disinfect toilet partition wall, doors, shower		3	X		X			X											
	f Fill all toilet paper and towel receptacles, soap dispensers (Provided by Agency)		3	X		X			X											
	g Clean and disinfect inside and outside of all waste receptacles.		3	X		X			X											
	WINDOW BLINDS		2 x year																	
	CARPET CLEANING		2 x year																	
	CARPET SPOT CLEANING		When needed																	

Senior Center

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	Weekly						
				M	T	W	T	F	S	S
1	DUSTMOP ALL UNCARPETED AREAS									
	a Reception, entrance, lobby areas		5	X	X	X	X	X		X
	b General office area		5	X	X	X	X	X		X
	c Lunchroom/coffee room areas		5	X	X	X	X	X		X
	d Stairway/hall area		5	X	X	X	X	X		X
	e Bathrooms		5	X	X	X	X	X		X
f Other										
2	VACUUM ALL CARPETED AREAS									
	a Reception, entrance, lobby areas		5	X	X	X	X	X		X
	b General office area		5	X	X	X	X	X		X
	c Stairway/hall area		5	X	X	X	X	X		X
	d Supply/mailroom		5	X	X	X	X	X		X
	e Conference Rooms		5	X	X	X	X	X		X
	f Council Chambers		5	X	X	X	X	X		X
	g Coffee Room		5	X	X	X	X	X		X
	DAMP MOP ALL FLOORS									
a Lunchroom/coffee room areas		5	X	X	X	X	X		X	
b Hallways		5	X	X	X	X	X		X	
c Bathrooms		5	X	X	X	X	X		X	
d Other		5	X	X	X	X	X		X	
4	WASH INTERIOR SIDES OF WINDOW		1							
5	WASH EXTERIOR SIDES OF WINDOW		1							

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	Weekly						
				M	T	W	T	F	S	S
6	EMPTY ALL WASTE RECEPTICLES									
	a Lunchroom/coffee room areas		5	X	X	X	X	X		X
	b Offices		5	X	X	X	X	X		X
	c Hallways		5	X	X	X	X	X		X
	d Conference Rooms		5	X	X	X	X	X		X
	e Bathrooms		5	X	X	X	X	X		X
f Clean and disinfect inside and outside of all waste receptacles.		5	X	X	X	X	X		X	
7	CLEAN COUNTERTOPS AND TABLETOPS									
	a Reception, entrance, lobby areas		5	X	X	X	X	X		X
	b Lunchroom/coffee room areas		5	X	X	X	X	X		X
	c Conference Rooms		5	X	X	X	X	X		X
d Bathrooms		5	X	X	X	X	X		X	

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
- b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.
- c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

- b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage. SERVICE PROVIDER shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME _____

ADDRESS

OWNER NAME _____

CONTACT PERSON'S NAME AND TITLE _____

E-MAIL _____

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUSINESS LICENSE # (UBI);
2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #;
3. CURRENT EMPLOYMENT SECURITY #;

VERIFY THE FOLLOWING

4. CHOOSE ONE:
 - Proposer has current industrial insurance coverage for employees working in Washington; or
 - Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.
5. CHOOSE ONE:
 - Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
 - Proposer has been disqualified or debarred from bidding on any federal or state bidding;

Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE # _____
7. NUMBER OF EMPLOYEES IN YOUR COMPANY _____
8. EXPERIENCE WORKING WITH MUNICIPALITIES

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE:

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVICES:

REQUIREMENTS AFTER CONTRACT AWARD

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

Provide a Certificate of Insurance with the City of Oak Harbor listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").

Each Contractor, and each employee, must sign an affidavit allowing the City of Oak Harbor to conduct a criminal background investigation for any employee working on City property.

Obtain a City of Oak Harbor Business license.

Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment.

Provide the City of Oak Harbor with a completed and signed Professional Services Agreement.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

RFP PROPOSAL FORM

TO: City of Oak Harbor

FROM: Company Name: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE, EMAIL & FAX NUMBER: _____

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

Authorized Signature

Date

Title

COST PROPOSAL FORM

Please provide lump sum amounts for each of the following:

2012 Total \$ _____
Duration-April-December

2013 Total \$ _____

Option to renew:

2014 Total \$ _____

NON-COLLUSION CERTIFICATE

STATE OF

ss.

COUNTY OF

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

Name of Company

Title

Sworn to before me this day of 2012 _____

Notary Public

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this ____ day of _____, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on _____, 2012, and shall be completed no later than _____, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows:_____

4. Reports and Inspections.

- 4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
- 4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

- 5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

7.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, its agents, representatives, or employees.

8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
- b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.

- c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.5 Verification of Coverage. SERVICE PROVIDER shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

- 10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

- 11.1 The CITY is an equal opportunity employer.
- 11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

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

14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

SERVICE PROVIDER:

CITY OF OAK HARBOR

[Name and address]

865 SE Barrington Drive

Oak Harbor, WA 98277

Scott Dudley, Mayor

Attest:

Connie Wheeler, City Clerk