

# CITY OF ELK GROVE



## Request for Proposals

For

## Custodial Services

**City Clerk's Office  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**A mandatory, pre-bid meeting and tour shall be held on Saturday, December 3, 2022, at 9:00 A.M. The meeting shall consist of a review of the bid documents, information and walk-through of City facilities pertaining to this Request for Proposals. Please meet inside the City Council Chambers at 8400 Laguna Palms Way, Elk Grove, CA 95758.**

**Proposals Due by December 13, 2022**

**REQUEST FOR PROPOSAL  
FOR CUSTODIAL SERVICES  
TABLE OF CONTENTS**

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<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1.	GENERAL INFORMATION	3
2.	SERVICE PROVIDERS CHECK LIST	9
3.	GUIDELINES FOR PROPOSAL	11
4.	SCOPE OF WORK AND PROPOSAL REQUIREMENTS	14
5.	CLEANING SCOPE DEFINITIONS	20
6.	CLEANING SCOPE FOR CITY FACILITIES	24
7.	ATTACHMENTS	46

## 1. General Information:

### **Introduction:**

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Custodial Services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

**A mandatory, pre-bid meeting and tour shall be held on Saturday, December 3, 2022 at 9:00 A.M. The meeting shall consist of a review of the bid documents, information and walk-through of City facilities pertaining to this Request for Proposals. Please meet inside the City Council Chambers at 8400 Laguna Palms Way, Elk Grove, CA 95758.**

One signed original, three (3) copies, and one USB Flash Drive copy of the proposal must be submitted to the Office of the City Clerk by 2:00PM, Tuesday December 13, 2022. Proposal shall be submitted in a sealed envelope clearly marked Custodial Services and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

Questions regarding this RFP are to be directed by e-mail to: Douglas Scott, Fleet and Facility Manager [dscott@elkgrovecity.org](mailto:dscott@elkgrovecity.org). Such contact shall be for clarification purposes only. The City must receive all questions no later than 5:00PM Monday December, 5, 2022. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

Proposals shall not be accepted by fax or electronically.

### **Late Proposals:**

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

### **Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

### **Proposal Acceptance and Rejection:**

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals, or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

### **Proposal Evaluation and Award:**

Evaluation shall be made based on the criteria noted in Attachment B: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were

not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

**Register with the California Secretary of State:**

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

**Disclosure of Submitted Materials:**

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

**Security Access Policy:**

The work to be completed under this RFP requires access to City facilities and therefore is subject to the City's Security Access Policy, which is attached to the City's standard contract (see Attachment C). The prospective Service Provider, including its employees, subcontractors, agents and anyone working on their behalf that will access City facilities, must submit to a background check which shall include Live Scan electronic fingerprinting. This background check must be completed before the Service Provider will receive a Notice to Proceed. The Elk Grove Police Department shall review the background check and may deny access to any individual in its discretion as it deems necessary for the security of City facilities and personnel. A contract shall not be awarded to any Service Provider that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

**Validity of Pricing:**

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

**No Guarantee of Usage:**

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Service Provider must furnish the City's needs as they arise.

**Demonstrations:**

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstration as specified by the City may result in rejection of a proposal.

**Use of Other Governmental Contracts:**

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

**Delivery:**

The successful Service Provider will supply products and services in compliance with the provisions of the contract and provisions of this RFP at the address listed below.

**Delivery and Service Addresses:**

- A. 8401 LAGUNA PALMS WAY EG, CA. 95758 (CITY HALL)
- B. 8400 LAGUNA PALMS WAY EG, CA. 95758 (COUNCIL CHAMBERS POLICE DEPARTMENT)
- C. 8400 LAGUNA PALMS WAY EG, CA 95758 (CALL CENTER)
- D. 8380 LAGUNA PALMS WAY EG, CA. 95758 (POLICE DEPARTMENT)
- E. 9362 STUDIO CT. EG, CA. 95758 (POLICE DEPARTMENT)
- F. 10250 IRON ROCK WAY EG, CA. 95624 (CORPORATION YARD)
- G. 10250 IRON ROCK WAY EG, CA. 95624 (MODULAR INSIDE CORPORATION YARD BUILDING)
- H. 10190 IRON ROCK WAY EG, CA. 95624 (FLEET FACILITY)
- I. 9255 DISPOSAL LANE EG, CA. 95624 (SPECIAL WASTE COLLECTION CENTER)
- J. 9150 UNION PARKWAY EG, CA. 95624 (ANIMAL SHELTER)
- K. 8230 CIVIC CENTER DRIVE EG, CA 95757 (COMMUNITY CENTER)
- L. 8230 CIVIC CENTER DRIVE EG, CA 95757 (COMMUNITY CENTER EVENT HALL)
- M. 9701 BIG HORN BLVD EG, CA. 95757 (PRESERVE) PUBLIC RESTROOM
- N. 9615 RAILROAD STREET EG, CA. 95624 (OLD TOWN PLAZA) PUBLIC RESTROOM

**Qualification/Inspection:**

Proposals will only be considered from Service Providers normally engaged in providing the types of services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or to take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

**Other Governmental Entities:**

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

**Federal Requirements:**

Should any portion of these services require the use of Federal funds, all Federal requirements shall apply and all Service Providers must consent to each certification and assurance, which will be incorporated into the contract.

**Piggybacking:**

"Piggybacking" is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity.

Bidders are requested to indicate on the Bid if they will extend the pricing, terms and conditions of an awarded contract, based on this bid, to other government agencies. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City

shall have no obligation relating to any third party contract.

**Payment Terms:**

Payment shall be made as set forth in the contract attached hereto as Attachment C. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

**Performance:**

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

**Term of Contract:**

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of three years with one two-year extension, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

**Amendments:**

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion. The City Manager or their designee shall be the Contract Administrator and can make changes to the contract value that shall not exceed \$50,000.

**New Merchandise:**

Unless otherwise required by the specifications of this RFP all products furnished must be new and unused.

**Warranties:**

The Service Provider shall warrant all material, products and labor provided under the contract, in addition to any manufacturers' warranties that may also apply. **Warranty periods and terms must be included in responses to proposal.**

The awarded Service Provider, as the contracting party, shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material and products provided by Service Provider irrespective of whether Service Provider is an agent, broker, fabricator, or manufacturer's dealer. Service Provider shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City, to the extent a local agency or facility is available, and that services, parts, and labor are available and provided to meet the City's schedules and deadlines. Service Provider may establish a service contract with a local agency satisfactory to the City, to meet this obligation if Service Provider does not ordinarily provide warranty service. All such non-contractor warranty service, parts, and labor must be clearly identified in the proposal.

**Performance Bond:**

The successful Service Provider shall Faithful Performance Bond in the amounts specified in the forms attached hereto as Attachment D. This bond shall be satisfactory to the City, and shall be obtained from a responsible corporate surety (or sureties) acceptable to the City, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports

as to its financial condition from time to time as requested by the City. The premiums for said Bond shall be paid by the successful Service Provider.

This Bond shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." The surety shall provide the City with the documentation required by Section 995.660 of the California Code of Civil Procedure.

If any surety becomes unacceptable to the City or fails to furnish reports as to its financial condition as requested by the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bond, the terms of the Contract shall control and the Bond shall be deemed to be amended thereby. Without limiting the foregoing, the City shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the City gives the surety notice of such default at the time or before the exercise of any such right by the City, and, regardless of the terms of said Bonds, the exercise of any such right by the City shall in no manner affect the liability of the surety under said Bonds.

The City reserves the right to waive any of the bond requirements included herein, in the City's sole discretion

**Liquidated Damages:**

Service Provider may be assessed liquidated damages in the event Service Provider fails to fulfill its obligations in accordance with the terms and conditions of the Contract with regards to the time frame for accomplishing each event, and the nature of the responsibility and level of service associated with the event. Liquidated damages, if assessed, shall be assessed pursuant to the term set forth in Exhibit H of the contract. Interested Services Providers should review these requirements carefully and note any comments they may in their submitted responses to this RFP.

**Substitution:**

If Service Provider elects to propose an alternate manufacturer's item that is of the same or better quality, samples of the items to be substituted are to be submitted with the proposal. The sample must be readily identified with the manufacturer's name and model number or order number, along with the suppliers name and phone number. All substitutions must be proposed as options and clearly identified as a substitution.

**Guarantee of Continuity and Availability Products:**

Unless the manufacturer discontinues the products, all products specified by the Service Provider in their proposal shall be available to the City during the life of the contract and extensions. All material, color, labor, and construction shall equal or exceed the standards set forth in these specifications as accepted by the City.

**Service and support:**

All Service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Elk Grove.

**Records:**

The Service Provider shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services and delivery of goods under the contract. The Service Provider shall maintain adequate records of services provided and goods delivered in sufficient detail to permit an evaluation of services and goods. All such records shall be maintained in accordance with generally accepted

accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment,

**(See next page for SERVICE PROVIDER'S CHECK LIST)**



**2. Service Providers Checklist**

All items on the Service Provider's Checklist must be initialed and dated for the Bid to be considered complete and submitted with the Work Plan.

The Service Providers' attention is especially called to the following forms which must be executed in full as required:

**Pricing Page (Attachment A)**

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Guidelines for Proposal (Section 3)**

To be responded to and submitted by the Service Provider.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Performance Bond Requirements (Attachment D)**

The Service Provider understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount shall be required.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**California Labor Code Section 1061 Requirements**

Service Provider read, understands and shall comply with California Labor Code section 1061 Requirements of the Displaced Janitor Opportunity Act.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Liquidated Damages (Attachment C, Exhibit H)**

Service Provider read, understands that for each complaint received by the City's Fleet and Facilities Manager, Service Provider agrees to pay, as liquidated damages and not as a penalty, the amount which is commensurate with the hourly rate charged by Service Provider for special or emergency service.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Non-Collusion Affidavit (Attachment F)**

A Non-Collusion Affidavit must be filled out, signed, notarized with a jurat and submitted with the Bid for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Experience/Qualifications Statement (Attachment E)**

A statement of the Service Provider's Experience/Qualifications must be filled out, signed, and submitted with the RFP response documents.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Sample Services Contract (Attachment C)**

Contract requirements for this project have been read and understood.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Addenda**

The Service Provider acknowledges that he/she must sign and attach any applicable addenda to the Bid.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Security Access Policy (Attachment C; Exhibit F)**

The Service Provider has read and understands the Facility Access Policy and that employees accessing City facilities shall require Live Scanning.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Insurance Requirements (Attachment C; Exhibit C)**

The Service Provider has read and understands the Insurance Requirements.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Understanding of SB 1383 Providing City with 30% Post-Consumer Paper Products**

Service Provider has read and understands the requirement.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Attended Mandatory, pre-bid meeting held on Saturday, December 3, 2022 at 9:00 AM**

Service Provider attended mandatory pre-bid meeting.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. Guidelines for Proposal:

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

One signed original, three (3) copies, and one CD//USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 2:00 PM Tuesday December 13, 2022. Proposal shall be submitted in a sealed envelope clearly marked Custodial Services and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Douglas Scott  
Facility and Fleet Manager  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Service Provider shall insert a comprehensive table of contents denoting sections three through ten of the proposal as indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed

in the Scope of Work in this RFP. **The work plan must include a description of the offered warranty periods, terms, and limitations if any.**

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider’s qualifications.

7. Pricing

This section should include the cost for requested products and services outlined in the Scope of Work, and must specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line item descriptions and pricing, including applicable sales tax. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Secretary of State

Service Provider shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. Sale of Services Contract:

Attached to the RFP (Attachment C) is a copy of the City’s standard Sale of Services Contract (Contract). The City’s standard Contract may be modified, in the City’s sole discretion, to address the specific provisions of this RFP and Service Providers should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract’s exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Service Provider’s response shall not be allowed after the selection of the Service Provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City’s standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

<b>TYPE</b>	<b>SINGLE LIMIT / OCCURRENCE</b>	<b>AGGREGATE</b>	<b>ENDORSEMENTS***</b>
General Liability	\$1,000,000	\$2,000,000	Additional Insured Waiver of Subrogation
Automobile Liability	\$1,000,000 (Hired & Non-Owned)		Additional Insured
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation

**\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.**

10. California Labor Code

Each Service Provider shall indicate that they have read and shall comply with the California Labor Code Section 1060-1065, Chapter 4.5 “Displaced Janitor Opportunity Act”. (See further description with the “Scope of Work” below Section 4).

#### 4. Scope of Work and RFP Requirements:

##### **INTRODUCTION:**

Custodial Services are sought for the following thirteen (13) buildings and facilities within the city. The successful Service Provider shall be required to perform to the terms and conditions of this RFP. Experience with LEED (Leadership in Energy and Environmental Design) practices is required.

##### **CURRENT CITY FACILITIES:**

- A. 8401 LAGUNA PALMS WAY EG, CA. 95758 (CITY HALL)
- B. 8400 LAGUNA PALMS WAY EG, CA. 95758 (COUNCIL CHAMBERS POLICE DEPARTMENT)
- C. 8400 LAGUNA PALMS WAY EG, CA 95758 (CALL CENTER)
- D. 8380 LAGUNA PALMS WAY EG, CA. 95758 (POLICE DEPARTMENT)
- E. 9362 STUDIO CT. EG, CA. 95758 (POLICE DEPARTMENT)
- F. 10250 IRON ROCK WAY EG, CA. 95624 (CORPORATION YARD)
- G. 10250 IRON ROCK WAY EG, CA. 95624 (MODULAR INSIDE CORPORATION YARD BUILDING)
- H. 10190 IRON ROCK WAY EG, CA. 95624 (FLEET FACILITY)
- I. 9255 DISPOSAL LANE EG, CA. 95624 (SPECIAL WASTE COLLECTION CENTER)
- J. 9150 UNION PARKWAY EG, CA. 95624 (ANIMAL SHELTER)
- K. 8230 CIVIC CENTER DRIVE EG, CA 95757 (COMMUNITY CENTER)
- L. 8230 CIVIC CENTER DRIVE EG, CA 95757 (COMMUNITY CENTER EVENT HALL)
- M. 9701 BIG HORN BLVD EG, CA. 95757 (PRESERVE) PUBLIC RESTROOM
- N. 9615 RAILROAD STREET EG, CA. 95624 (OLD TOWN PLAZA) PUBLIC RESTROOM

See "Cleaning Scope for City Facilities" Section 7. for each facility's cleaning requirements

##### **CONTRACT ADMINISTRATION:**

The City shall be responsible for the administration of the contract(s) for compliance with the scope of work, schedule of performance, and payment.

##### **ADJUSTMENT OF SERVICES:**

The City reserves the right to eliminate, reduce, or otherwise adjust the scope of work provided by the Service Provider with the appropriate adjustments in dollars paid to the Service Provider. If the Service Provider does not complete a task within the scheduled time frame, the City shall have the right after ten (10) days written notice to obtain another Service Provider to complete the work. This shall be at the Service Provider's expense, and such expense may be back charged to the Service Provider or withheld from payment otherwise due to the Service Provider. The City reserves the right to adjust payment for services not performed as scheduled.

##### **WORK SCHEDULE:**

A detailed description of the Service Provider's work schedule for this project to include number of employees and supervisors or equivalent and a description of how the proposed assignments shall be accomplished and shall be submitted with the Service Provider's proposal to this RFP. The City has set the available hours to clean for security purposes and to keep energy costs at a minimum. The DAILY WORK SCHEDULE (Attachment H) shall be included in the RFP response. The City reserves the right to periodically adjust the cleaning schedule. (See Attachment G: DAILY WORK SCHEDULE)

##### **INTERFERENCE:**

The Service Provider shall conduct the work in a manner that shall cause minimal inconvenience to other persons in the area. This work is expected to be done during off-hours (evening, nights or weekends), with the exception of servicing the 9362 Studio Court building, the 'Day Porter' and the police department which are operating twenty-four (24) hours per day, seven (7) days per week.

**All vacuuming and cleaning of restrooms shall be performed at the end of the business day or after 5:30 pm.**

##### **EQUIPMENT, MATERIALS AND SUPPLIES:**

All necessary soaps, batteries to operate soap dispensers where required, chemicals, urinal cartridges where required, urinal screens, urinal deodorizers, cleaners, SB1383 compliant paper products (2-ply embossed white toilet paper, seat covers, paper towels), paper towel dispensers, can liners, waxes, polishes, carpet cleaners, air fresheners, air freshener dispensers batteries to operate air freshener, etc. shall be provided by the awarded contractor and shall become the property of the City at the termination of the contract. All items supplied shall not be billed to the City. City shall be responsible to install paper towel and air freshener dispensers.

The Service Provider shall also furnish all necessary equipment, materials, tools and vehicles required in performing services of the Contract. The Service Provider shall use care in handling, storing, and using equipment, materials, and supplies. Storerooms (Custodial Closets) in each building shall be provided for product storage. All maintenance and repairs to equipment are the responsibility of the Service Provider, and shall not be charged to the City. Items furnished to the City shall be used only for areas designated by the Contract or as directed by the City's Fleet and Facilities Manager, or designee, who shall serve as the contract manager ("CM"). The Service Provider shall submit to the CM for approval, within fourteen (14) days before the Contract starts, materials and supplies to be used in conjunction with the Contract. The City reserves the right to approve or reject the use of any materials and supplies.

All restrooms within current facilities shall have automatic air fresheners supplied to the City for installation by City staff seven (7) days prior to the start of Contract. All City restrooms (with the exception of the Railroad Plaza and Preserve restrooms) and wet areas shall have Tork Brand hand roll paper towel dispensers and Tork Xpress Countertop Towel 302030 placed in each restroom. The City shall have the option of adding up to ten (10) additional Tork Brand hand roll and Xpress Counter Towel paper towel dispensers and air fresheners upon request during the term of the Contract at no additional charge. Maintenance and repair will be the responsibility of the Service Provider to maintain.

#### **ESTIMATING SUPPLIES:**

It is the Service Provider's responsibility to determine the amount of materials and supplies necessary to perform the work to the standards specified in this RFP. Service Providers shall be responsible for calculating usage levels based on the number of restrooms, occupants, conference rooms, break rooms, various types of floor surfaces, seasonal impacts, pilferage, etc. To allow potential Service Providers to familiarize themselves with the cleanable areas, no more than two (2) representatives of each potential Service Provider shall participate in a tour of the cleanable areas as part of the Mandatory Pre-Bid Tour.

#### **QUALIFICATIONS:**

The Service Provider shall furnish fully trained and qualified personnel to accomplish all work required. All custodians providing services under this contract must have at least (3) years of prior experience as a custodian. Assigned staff shall be United States citizens or legal resident aliens with valid work permits. The Service Provider selected shall be bonded and insured, with at least 5 years Custodial experience.

#### **BACKGROUND:**

The Service Provider shall only provide employees who have undergone and received favorable background investigation results. **The Service Provider shall provide a copy of their policy for background checks within the Proposal; Section 6: Supporting Information/References.** Prior to commencement of the Contract, the successful Service Provider shall also submit a signed letter from their Human Resources department listing all names of staff that will be working at City facilities and certify that they have passed Service Provider's standard background checks. New or replacement employee's must meet the same requirements prior to working at City facilities. Service Provider shall not assign employees to City properties who have been convicted of a felony.

#### **STANDARDS OF CONDUCT:**

The Service Provider shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as necessary. All employees, representatives, and officials of the Service Provider shall be expected to maintain favorable relations with the public and City officials and employees by practicing courtesy in all contacts. Any display of offensive, discourteous, or rude behavior toward City officials, employees or members of the public, by the Service Provider or any of their employees or representatives,

maybe be cause for contract termination. This also includes the use of cell phones and personal music devices while in City facilities.

#### **SAFETY:**

The Service Provider shall ensure that all contract activities are conducted in a safe manner and all Service Provider employees performing under this contract are knowledgeable of California Occupational Health & Safety Administration (CALOSHA) Safety practices. The Service Provider shall notify the CM immediately and provide written reports of any accidents involving personal injury or property damage within 48 hours following an incident. The Service Provider shall cooperate with the City of Elk Grove staff regarding safety issues, problems or concerns within the scope of this contract. The Service Provider shall comply with OSHA Enforcement Procedures for Occupational Exposure to Blood borne Pathogens Standard 29 CFR 1910.1030. The Service Provider shall furnish to the City within the first fifteen (15) calendar days of the contract an Exposure Control Plan.

The Service Provider shall provide to the City electronic copies of Material Safety Data Sheets (MSDS) for all chemicals stored in custodial closets and a copy of the Hazard Communication Program indicating the name(s) of the person(s) to contact. MSDS shall be prepared by awarded Service Provider in a binder for each facility. One to be kept in the custodial supply closet in each City facility and the other provided to the City for staff reference. Service Provider is required to notify City of any product changes necessitating MSDS updates.

#### **EPA REGULATIONS:**

It is the sole responsibility of the Service Provider to comply with any and all Environmental Protection Agency (EPA) regulations. (For example: Proper labeling, storage and or disposal of any products used by awarded Service Provider.) Should the EPA have any additional requirements, it is the sole responsibility of the Service Provider to insure compliance. Should the CM determine noncompliance, the CM or designee retains the right to take any and all actions deemed necessary to comply with EPA regulations.

The Service Provider is responsible to ensure compliance with any and all guidelines outlined by the Center for Disease Control (CDC) for the overall protection of public health.

#### **APPEARANCE:**

Service Provider employees shall display a well-groomed and neat appearance. Custodians shall wear a standard uniform that clearly distinguishes them as contract custodial workers, including a badge and name plate. Custodian's name embroidered on uniform shirt shall be an acceptable form of identification.

#### **UNIFORMS:**

The Service Provider shall provide uniforms and equipment to fulfill the terms of this contract. The City shall be the sole judge of the adequacy of the uniforms and equipment provided by the Service Provider. The Service Provider shall provide and assure that all custodians' uniforms and equipment are standardized, neat, clean, and identical when they are on duty. Each employee of the Service Provider is required to wear Service Provider issued uniform shirts. Shirts shall be tucked in at all times. Smocks are allowed. All costs associated in providing uniforms shirts to Service Provider's employees is the sole responsibility of the Service Provider. **Service Providers shall submit a photograph of current custodian's uniforms in the RFP Response, Section 3.6 Supportive Information/References.**

#### **IDENTIFICATION:**

The Service Provider shall be responsible for furnishing all employees with a laminated picture identification card. The identification card shall contain a photo of the employee, the Service Provider's name, employee's name, and position title. All staff working in City properties shall wear standard badges, company insignia, name tags, and personnel photo identification at all times while on duty at the City.

#### **INTOXICANTS:**

Custodians may not use alcohol or unauthorized controlled substances (drugs) while on duty, and, if found to be under the influence may result in barring of any individual from City facilities and criminal action.

#### **CALIFORNIA LABOR CODE SECTION 1061 REQUIREMENTS:**

Service Providers shall comply with all provisions of California Labor Code Sections 1060-1065. A

successor Service Provider or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated Service Provider or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor Service Provider or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract (Please reference California Labor Code Sections 1060-1065). Furthermore, upon termination of a Contract awarded under this RFP, the terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the City, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

**REMOVAL:**

The Service Provider shall be required to immediately remove any employees from the work site(s), should it be determined that the employee(s):

- has been disqualified for either suitability or security reasons.
- is found to be unfit for performing assigned duties.
- is not in compliance with recognized standards of conduct.

The Service Provider shall immediately replace such employee(s) to maintain continuity of services at no additional cost to the City.

**GENERAL REQUIREMENTS OF DUTY:**

The Service Provider shall assume full responsibility and accountability to the City for City facilities and take adequate precautions to prevent fire hazards, odors, chemical spills, and vermin. The Service Provider shall keep work areas neat and clean. The Service Provider shall be responsible for any repairs caused by negligence or abuse of facilities on the Service Provider's part, or on the part of the Service Provider's employees, including sub-contractor employees. Service Provider occupied facilities are subject to fire and safety inspections by the City. Any fire or safety hazards produced by Service Provider action or inaction shall be corrected by the Service Provider, at no cost to the City within one hour of verbal notification.

**DAY PORTER:**

8380 Laguna Palms Way Suite 100 and portions of the 8400 Laguna Palms Way require a "Day Porter." This is one individual that shall be on-site during the week (refer to Attachment H: DAILY WORK SCHEDULE for exact days of the week and building locations). This person shall be responsible for keeping the restrooms and break rooms clean and stocked with product along with meeting the Cleaning Scope. They shall also be called upon to respond to cleaning needs. Price your bid accordingly to include this custodial position.

**KEY CONTROLS AND SECURITY:**

The City shall furnish access to all areas of facilities where Service Provider is to perform work as required by this RFP in accordance with the Security Access policy of the City, as attached to the Contract (Attachment C: Exhibit F:SECURITY ACCESS POLICY). This policy requires all of the successful Service Provider's employees working under this contract to undergo a Live Scan, and clear, a background check with the Elk Grove Police Department. The City and the CM reserve the right to have any Service Provider's employee removed from the premises for any reason. Said reason does not have to be disclosed to the Service Provider.

Keys and/or access key cards must be kept secured, only provided to authorized personnel, and immediately reported to the City if lost or stolen, in accordance with the contract. Keys and access cards to these facilities shall be provided to the successful Service Provider. Any keys and access cards are and shall remain the property of the City. Duplication of keys is prohibited. Should the Service Provider lose any keys or access cards, said Service Provider shall pay to have the locks changed, systems rekeyed or access cards terminated and reimburse the City for all costs associated with such action. The successful Service Provider is responsible for providing to the CM a current list of employees. It is the responsibility of the Service Provider to notify the CM of changes to the employee listing.

**USE OF CITY PROPERTY/EQUIPMENT:**



Contract employees are prohibited from use of City property/equipment such as computers, copy machines, TVs, video machines, radios, etc., unless use of such equipment is required as a job function. Any exceptions must be in writing and authorized by the CM. The Service Provider's employees are instructed not to use electrical wall outlets where computers and other sensitive equipment are plugged in.

**GENERAL REQUIREMENTS:**

The premises shall be maintained in a clean and sanitary condition for public and employee use per the specified instructions herein. Compliance with the performance of the work to meet these specifications is the sole responsibility of the Service Provider and shall be assured by the systematic weekly inspection of the premises by a competent employee of the Service Provider.

Services shall be provided in all areas of the premises except those areas specifically excluded by the contract.

When performing any services, it is the Service Provider's responsibility to ensure due diligence is practiced to ensure a complete and thorough job. The Service Provider is to provide all the necessary equipment, products and training as required ensuring compliance with the contract. Any damage to the premises observed by the Service Provider should be reported to the CM immediately. Any damage done by the Service Provider shall be reported to the CM and arrangements made to either repair or replace said property, at the option of the CM.

**RECYCLING:**

Participation in the City's Employee Recycling Program is required of the Service Provider. Mixed recycling containers are located desk side, in break rooms and wet areas throughout City facilities. The Service Provider shall be required to empty the collection containers and deposit into approved collection bins. The Service Provider shall notify CM if City staff is found to be depositing trash into recycling containers or inordinate amounts of recyclables into trash. City shall also have designated areas within the buildings for flattened cardboard. Service Provider shall check these during each shift and deposit into approved collection bin.

**SB 1383 30% POST CONSUMER RECYCLE PAPER:**

On January 1, 2022, SB 1383 required all California jurisdictions to purchase recycled content paper products that are recyclable. This includes all toilet paper, paper towels and toilet seat covers shall consist of at least 30% post-consumer paper (when available). Annually, awarded contractor shall provide City proof of the products purchased contained 30% post-consumer paper on the anniversary of contract award.

Records must include copy of quantities purchased, date purchased and amount of recycled content. This includes products that contained no post-consumer paper. Substitutions for providing less than 30% recycled content shall be presented to CM in written form for variance approval.

**QUALITY CONTROL:**

A supervisor shall be provided as a single point of contact for City staff to handle all comments and complaints. The responsible person shall have a cell phone and e-mail accessible to City and be in control of all quality assurance. The supervisor must respond to all contracts by City within 2 hours. A schedule of inspections shall be furnished by the Service Provider within 10 days after the Notice to Proceed is issued for approval by the CM. The Service Provider's supervisor shall perform bi-monthly, systematic inspections of the premises covered by the Contract to ensure that the services specified herein are accomplished in a quality manner at all times. A monthly inspection of all inventories shall be included as well. An inspection form provided by the City shall be used (See Attachment I: BUILDING INSPECTION FORM). Inspections by the CM or other authorized staff of the City may be conducted at any time. A joint inspection by the Service Provider and the CM shall be conducted on a routine basis. Any and all deficiencies must be corrected within one business day of notification. The CM must be notified in written form when these deficiencies are corrected. Additional inspections may be required to maintain quality.

**STAFFING AND SHIFT MANAGEMENT:**

The Service Provider shall provide shifts as required to complete all the work as described in SECTION 6, CLEANING SCOPE FOR CITY FACILITIES of the RFP. The shift hours shall be identified by the City (See Attachment G: DAILY WORK SCHEDULE), covering shifts as needed. The Service Provider shall notify

the CM as to which employee on each shift has been so designated. The Service Provider shall have personnel available during the specified hours. **The Cleaning Schedule and number of custodians that will be assigned per shift and location during the term of the contract shall be submitted within the Work Plan; Section 3.6 Supportive Information/References.**

Shift Length

Service Provider employees shall have a minimum of 8 hours off duty between work shifts, except in emergency situations. In the case of such emergency, the CM shall be notified. The intent of this request is for worker safety and to assure the City of an alert and capable service. A 10-15 minute overlap of shifts is appropriate for information exchange.

**TIME OF SERVICE:**

Services shall be provided between the designated hours of the Cleaning Schedule unless otherwise noted. Services not performed shall be performed the following workday unless other arrangements are made in advance with the CM.

**EMERGENCY AND SPECIAL SERVICE:**

The Service Provider shall respond to requests by the CM for emergency or special services as quickly as possible, but no later than one hour after receiving City's request. Payment for any emergency or special services should be invoiced at the specified rate as outlined in the "Request for Proposal." Emergency or special services are considered those services not expressly or impliedly included as part of the scheduled routine and contracted services.

Emergency Call Out: The Service Provider shall provide emergency call out personnel on a 24 hour, 7 day a week basis. Up-to-date emergency phone numbers shall be supplied to the Projects/Contracts Coordinator.

**FACILITY DIMENSIONS AND OCCUPIED AREAS:**

Cleaning services shall be provided for entire building area whether occupied or unoccupied. As City employees are added, removed, and/or buildings are reconfigured, the cost for custodial services shall remain the same for the term of the Contract.

**SUSTAINABLE CLEANING REQUIREMENTS:**

The City plans to convert existing buildings for LEED Existing Building certification. Additional new LEED Certified buildings shall be added to this Contract during the contract term. During the term of the Contract the Service Provider shall practice a low impact environmental cleaning policy in accordance with USGBC LEED recommendations.

Exercising custodial processes, materials and equipment within LEED guidelines, the City shall reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants, which adversely impact air quality, health, building finishes, building systems, and the environment.

Service Provider shall prepare specific documentation for each maintained facility listing sustainable cleaning processes and detail qualified environmentally friendly materials, machines, methods and chemicals that are being used. **Include documentation requested below with the response to this RFP.** Assemble documents in one binder. If systems pertaining to cleaning, chemical mixing, and storage change, custodial provider shall inform the City in writing within 7 days. Additional requirements listed as follows:

- Employ sustainable cleaning processes.
- Use of sustainable Green Seal approved cleaning products.
- Paper products must meet SB 1383 30% post recycled content
- Use of chemical concentrates and appropriate dilution systems.
- Proper training of maintenance personnel in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging.

- Use of hand soaps that do not contain antimicrobial agents (other than as a preservative system), except where required by health codes and other regulations (i.e., food service and health care requirements).
- Use of cleaning equipment that reduces impacts on indoor air quality.
- Provide a copy of the low environmental impact cleaning policy adopted by your organization.
- Provide documentation that this policy has been followed over the performance period.
- Provide documentation/specifications on the chemical and cleaner dispensing and dilution equipment used.
- Provide documentation identifying the date and activities associated with floor maintenance. Update binder as the work happens.
- Provide documentation of cleaning worker training.
- Provide a record of the custodial equipment used in the building and a log of the maintenance of each piece of equipment over the performance period. Include vendor specifications for each type of equipment in use.
- Vacuum cleaners meet the requirements of the Carpet & Rug Institute “Green Label” Testing Program – Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70dBA.
- Hot water extraction equipment for deep cleaning carpets is capable of removing sufficient moisture such that carpets can dry in less than 24 hours.
- Steam cleaning in Call Center. Hot water extraction shall not be used due to flooring type and elevation.
- Powered maintenance equipment including floor buffers, burnishers and automatic scrubbers is equipped with vacuums, guards and/or other devices for capturing fine particulates, and shall operate with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low emissions engines.
- Automated scrubbing machines are equipped with variable-speed feed pumps to optimize the use of cleaning fluids.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Where appropriate, active microfiber technology is used to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment rubber bumpers to reduce potential damage to building surfaces.
- A log shall be kept for all powered housekeeping equipment to document the date of the equipment purchase and all repair and maintenance activities and include vendor cut sheets for each type of equipment in use in the logbook.

**Custodial Closets:**

The Service Provider shall not make any modifications or alterations to City facilities without permission from the CM. The City shall provide normal maintenance and repair. Cleanliness in the areas used by Service Provider employees shall be the responsibility of the Service Provider. Each Custodial Closet shall be stocked with a mop, mop bucket, cleaning supplies, paper and soap supplies for the building in which the closet is located.

**(See next page for CLEANING SCOPE DEFINITIONS)**

## 5. Cleaning Scope Definitions:

Standard Definitions: As used throughout this RFP, the following terms shall have the meaning set forth below:

<b>Term</b>	<b>Definition</b>
ANNUALLY	Once a year.
AS APPLICABLE	Performance of a service as deemed necessary in order to maintain appearance.
AS NEEDED	Where the term "AS NEEDED" is used herein, the decision as to the extent of service provided is left to the judgment of the person performing the task or as directed by supervision.
BIMONTHLY	Once every two (2) weeks.
CALL CENTER	800 sq. ft. room attached to 8400 Building.
CLEAN	The removal of all foreign dirt or soils from any surface by means, rag or other cleaning utensil and the appropriate cleaning and disinfecting agent.
CONTRACT MANAGER	Contract Manager "CM". The person(s) whom the City designates in writing by name and/or position title to conduct day to day liaison between the Service Provider and the City on technical matters pertinent to this contract. The Contract Manager (CM) is also responsible for overall direction of the technical performance under this contract. The CM shall evaluate the Service Provider's performance in accordance with these specifications and shall act as the liaison between the City and Service Provider on matters pertaining to this contract.
COPY STATION	Any location that a copy machine resides. The flooring could have carpet, ceramic tile or vinyl flooring
CUSTODIAL SUPERVISOR	A person designated by the Service Provider to meet with the CM to discuss problem areas. The Custodial Supervisor shall have full authority to act for the SERVICE PROVIDER on all contractual matters relating to daily operation of the contract.
CUSTODIAN	"Custodians" within context of this document represent all Custodians, Working Foreperson, Day Porter and Waxier/Floor Specialists.
DAILY	The cleaning of identified building or facility each scheduled working day.
DISINFECT	To free from infection especially by destroying harmful microorganisms.
DRY CLEAN	To remove soils by means of appropriate chemical solvents and pre-approved methods.
DUST MOP	The removal of loose dirt and debris from non-carpeted floor surfaces by means of dry or oiled dust mops.
FUEL ISLAND	Located at Fleet Facility 10190 Iron Rock Way
MACHINE SCRUB	The cleaning and refinishing of floor surface by specialized power cleaning equipment.

MONTHLY	Once a month
POLISH	The refurbishing of special surface finishes, such as metal, woods, etc., by the rubbing of the surface with the appropriate approved utensil and chemical agent to produce a high degree of luster and surface protection.
QUARTERLY	Once every three months.
RECYCLING	The collection of office paper, magazines, aluminum cans, cardboard, plastic and glass bottles as a means of diverting these items from the City's waste stream.
REPLENISH	The placement of consumable supplies in appropriate dispensers.
SANITIZE	The application of an appropriate approved germicidal cleaning agent either as an integral step in the cleaning process or as a post application after cleaning.
SHAMPOO	The restorative cleaning of carpet or upholstery including the application of protective treatment by means of dry or wet chemicals and approved techniques. Refer to expanded definition at carpet and hard floor maintenance supplemental proposal.
SIMI-ANNUALLY	Once every six (6) months.
SPRAY BUFF	The spraying of a light coating of finish on a floor surface while agitating with a buffing machine with appropriate pads to provide a luster finish.
SPOT	A spot is a foreign substance on the surface of the carpet fibers and can be removed by approved chemical or mechanical action.
SPOT REMOVAL	The removal of any foreign substance from small areas of carpeted floor surfaces, as needed, by means of approved carpet cleaning methods and cleaning products. Spot cleaning is to be performed in all areas of the facility on a daily basis.
UPHOLSTERY	The removal of stains and soiled spots on upholstered furniture by means of the appropriate approved method and cleaning agents.
OTHER SURFACES	The removal of soil from walls, switch plates, glass, door jams, doors, etc. by means of sponge and mild cleaning agents.
SWEEP	The removal of loose dirt and debris from masonry, composition, tile or other carpeted floor surfaces by means of brooms or vacuuming.
TOP SCRUB	The removal of top layer of finish and application of a new finish to any surface.
TRASH	The removal of all discarded materials in wastebaskets and/or other trash receptacles from all areas of the building and depositing in approved trash receptacles outside the building. This includes any and all containers marked "trash".
VACUUM	The removal of loose dirt, liquid, and debris from floors or other surfaces by means of vacuum cleaner and appropriate attachments.
WEEKLY WASH	Once a week. The cleaning of an item by dipping, scrubbing, and rinsing in water with

appropriate chemical agents added.

WET AREA Restroom, Break room and/or Sink Station.

WET MOP The removal of adhered dirt or other material from masonry, composition, tile, or other non-carpeted floor surfaces by means of sponge or string mops using mild cleaning agents dissolved in water.

**NOTES:**

1. Interior doors must remain as found. Locked/unlocked/open or closed.
2. Lights: Most are activated by motion sensors and switches should not be touched. Lights may be used but shall be returned to settings listed inside switch box when done.
3. Report lights out or other problems to designated CM.
4. Custodial Service Provider shall translate cleaning scope to native language of assigned custodian. Custodial supervisor shall walk the job with custodian and ensure that they are aware of the specific scope required of each building. Translated list shall be posted in the Custodial closet of each facility. Custodial supervisor shall have back-up staff member trained for each site. In the event of absence, custodial supervisor or trained back-up shall perform custodial responsibilities.
5. Trash and recycling containers shall not be overfilled or garbage service will not take it away. Bag any excess and place beside container. Notify City CM of problem.
6. Exterior trash enclosures shall be closed and latched shut at end of shift.
7. Vacuuming, spot cleaning, mopping, scrubbing and waxing shall take place after 5:30 pm or after the close of business. Shampooing of carpets shall be scheduled with the CM for weekend service.
8. Awarded contractor supervisor's and custodial cleaning staff assigned to City facilities will attend a pre-award job walk and orientation meeting. Service Provider shall not receive compensation for this pre-award meeting and Service Provider shall not charge City.

**Mat Services:**

1. The Service Provider shall have complete responsibility for providing all labor and materials for delivery, placement, removal, pick-up and cleaning services of all floor mats at all City facilities. A full description of the floor mats is attached hereto as Attachment H. Pricing for Mat Service shall be included in the monthly custodial services and shall include any environmental charges. The City shall not be responsible for rolling up mats in preparation of pickup. The Service Provider shall have complete responsibility for properly cleaning and maintaining mats to the level desired by the City. Tears, rips, stains, frays or other unsightly characteristics will not be acceptable. If mats become worn they shall be replaced by Service Provider with new or like new mats at no cost to the City.
2. Quantity and frequency of service shall vary by facility location and placement. Frequency shall be either be bi-monthly or when directed. Please see the (Attachment H: Mat Service Frequency and Location.)
3. Colors: The City shall choose from standard colors. The Service Provider shall have a variety of colors to choose from including navy, brown, tan and black. All weather exterior mats (Scraper) will also be provided
4. Sizes shall range from 3x4, 3x5, 3x10, 4x6, at City's sole option.

5. Mats are to be new upon implementation of the Contract.
6. Profile for mats- Standard black rubber border, commercial grade, indoor/outdoor slip & stain resistant, antistatic, non-flammable, non-woven, nitrile base backing, no pattern or logo.
7. The City reserves the right to add ten (10) additional mats during the term of the contract. (Price Accordingly).
8. Mat Service shall be in place at the beginning of the contract.

**Holiday Schedule:**

The City will not require custodial services for full-day holidays. The following is the list of holiday's observed by the City:

New Years  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

\*Observance dates, and whether the holiday is observed, may change each year depending on the day of the week the holiday falls on. The City's holiday schedule shall be provided at the beginning of the contract and annually each year in November. The City reserves the right to request Day Porter Services on any holiday at no additional charge.

**(See next page for CLEANING SCOPE FOR CITY FACILITIES)**

## 6. Cleaning Scope for City Facilities:

### A. **City Hall 8401 - Laguna Palms Way** **45,000 sq. ft. Two Story** **4 Public and 2 Employee Restrooms and Showers** **Approximately 154 Full Time Employees** **Cleaning: Monday thru Friday**

Areas required for cleaning and flooring material types are as follows:

**Vinyl Flooring: Main Copy Areas 1<sup>st</sup> and 2<sup>nd</sup> Floor and Rear Stairwell**

**Ceramic Tile: Lobby, Development Services, Restrooms, Restroom Hallways and Custodial Closets**

**Carpet Tiles: Office Areas, Conference Rooms, Main Stairwell and Hallways**

Services required for this facility as listed below, with the frequency as noted:

**Note: The 8401 Building is scheduled for remodeling during the term of the contract which will require the cleaning requirements to be amended.**

#### Daily

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Stairwells should be checked / cleaned as well. Sweep/mop when visibly needed.
3. Clean all conference rooms, office door handles, door facings, push bars and push plates.
4. Clean all elevator call button plates, doors and tracks.
5. Clean Building, Planning and Cashier counter tops.
6. Clean and polish all elevator entrance door thresholds.
7. Clean City Hall balcony, staircase glass and handrails.
8. Clean and polish drinking fountains on 1<sup>st</sup> and 2<sup>nd</sup> floors.
9. Clean entry door metal trim, glass, sidelights, Clerk's Counter Glass, Cashier's Counter Glass, Main Reception Glass and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of each Business Day.
10. Clean lobby tables and waiting area chairs.
11. Conference rooms: Clean all tables, television remotes and chair arm rests. All chairs shall be repositioned under the table.
12. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position).
13. Break Room and Wet Areas: Clean all sinks, faucet handles, soap/paper towel dispensers, counters (this includes face of cabinets), table surfaces, vending machines and coffee stations where applicable. All chairs in Break Room shall be positioned under tables.
14. Refrigerators: Clean exterior, doors and handles.
15. Microwaves: Clean exterior and interior.
16. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
17. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
18. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
19. Breakrooms: Sweep and spot clean.
20. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
21. Restroom: Clean with a detergent/disinfectant and polish all sinks, faucet, counters, toilets and urinals including toilet hinges, handles beginning with seats (both sides) and working



down. Use acid bowl cleaner in the interior of the toilets and urinals, making sure to clean the inner lip of closet and urinal. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.

22. Restroom: Clean all ledges, toilet stalls and doors and door pulls, partitions, and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
23. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
24. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
25. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
26. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
27. All exterior entrances: Sweep and check area and remove all litter, debris, etc.
28. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

### **Weekly**

1. Vacuum clean all carpeted areas.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. City Hall staircase glass and handrail shall be cleaned.
5. Sweep and mop 1<sup>st</sup> floor break room.
6. Spot clean all doors, door frames, walls and light switches to remove other markings.
7. Lift and clean under all mats.
8. Dust all mullions and sills and other surfaces up to 84" high.
9. Restroom: Remove scale from all fixtures without damaging finish.
10. Restroom: Clean all baseboards with germicidal detergent.
11. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
12. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs.
13. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.
14. Stairwells: East Stair well: Rubber floors shall be swept cleaned and damped mop after 5:30 pm. Main Stairwell: Carpet shall be vacuumed, and rear stairwell mopped.

### **Monthly**

1. Clean/polish kick plates on doors.
2. Vacuum and clean the legs and backs of all conference room chairs.
3. Empty paper shredders or as needed.

### **Quarterly**

1. Machine scrub and disinfect all ceramic tile floors including rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Clean interior windows to a height of ten feet from floor.
5. Dust all window blinds.
6. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Wet and Vinyl Floor Copy Areas.
7. Clean all interior doors on both sides.
8. Change out waterless urinal cartridges and screens or as needed.
9. Replace air freshener cartridges.

**Semi-Annually**

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
3. Wash all exterior windows.

**Annually**

1. Shampoo all carpeted areas of building.
2. Mop and apply Floor Restoring Polish to LVT flooring.
3. Wash all interior windows.

**B. Administration, Council Chambers and Police Service Center - 8400 Laguna Palms  
26,000 sq. ft. Single Story  
2 Public and 4 Employee Restrooms and Showers  
Approximately 68 Full Time Employees  
Cleaning – Monday thru Friday with Day Porter Service including Day Porter Service  
in 24/7 Operations Area on Saturday and Sunday's**

Areas required for cleaning and flooring material types are as follows:

Vinyl Flooring: Main Copy Area

Ceramic Tile: Lobby and Restrooms

Carpet Tiles: Office Areas, Conference Rooms and Hallways

**Note: The 8400 Building is scheduled for remodeling during the term of the contract which will require the cleaning requirements to be amended.**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all conference room and office door handles, door facings, push bars and push plates.
4. Spot clean walls, baseboards and directories.
5. Clean and polish drinking fountains.
6. Clean entry door metal trim, glass, sidelights, Service Center Reception glass (both sides) and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the Business Day.
7. Clean lobby counter-top and waiting chairs including kids play area.
8. Conference rooms: Clean all tables, television remotes and chair arm rests. All chairs shall be repositioned under the table.
9. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position) if the office door is open.
10. Break Room and Wet Areas: Clean all sinks, faucet handles, soap/paper towel dispensers, counters (this includes face of cabinets), table surfaces, vending machines and coffee stations where applicable. All chairs in Break Room shall be positioned under tables.
11. Refrigerators: Clean exterior, doors and handles.
12. Microwaves: Clean exterior and interior.
13. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
14. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.

15. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
16. Breakroom: Sweep and spot clean.
17. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
18. Restroom: Clean with a detergent/disinfectant and polish all sinks, faucet, counters, toilets and urinals including toilet hinges, handles beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets and urinals, making sure to clean the inner lip of closet and urinal. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
19. Restroom: Clean all ledges, toilet stalls and doors and door pulls, partitions, and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
20. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
21. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
22. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
23. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
24. All exterior entrances: Sweep and check area and remove all litter, debris, etc.
25. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

#### **Weekly**

1. Vacuum clean all carpeted areas.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. Sweep and mop break room.
5. Spot clean all doors, door frames and light switches to remove other markings.
6. Lift and clean under all mats.
7. Dust all mullions and sills and other surfaces up to 84" high.
8. Restroom: Remove scale from all fixtures without damaging finish.
9. Restroom: Clean all baseboards with germicidal detergent.
10. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
11. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs.
12. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.
13. Council Chambers: Dust and clean Dias, Podium, worksurfaces and all seating for Council and staff.

#### **Monthly**

1. Clean/polish kick plates on doors.

#### **Quarterly**

1. Machine scrub, polish and disinfect all ceramic tile floors in rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Dust all window blinds.
5. Council Chambers: Polish wood and laminate on Council dais and administrative staff tables.

6. Council Chambers: Vacuum clean all audience chairs.
7. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Wet and Vinyl Floor Copy Areas.
8. Clean all interior doors on both sides.
9. Change out waterless urinal cartridges and screens or as needed.
10. Replace air freshener cartridges.

**Semi-Annually**

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
3. Wash all exterior windows.

**Annually**

1. Shampoo all carpeted areas of building.
2. Mop and apply Floor Restoring Polish to LVT flooring.
3. Machine scrub and polish lobby tile entrance.
4. Clean all interior windows.

**C. Call Center - 8400 Laguna Palms Way  
800 sq. ft. Single Story  
Approximately – 4 Full Time Employees  
Cleaning – Monday thru Friday and Day Porter Service Saturday and Sunday**

Areas required for cleaning and flooring material types are as follows:

**Carpet Tiles: Entire Center and Supervisor's Office**

**Supervisor's Offices for this Facility shall also adhere to the following Cleaning Schedule**

**Note: No Cleaning products are to be utilized within the Call Center. Call Center Staff shall be responsible for vacuuming and cleaning of all work surfaces as needed.**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
2. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed.

**Quarterly**

1. High dust all horizontal and vertical surfaces such as light fixtures, door frames, HVAC vents. Spider webs should not be evident.
2. Dust all window blinds and stills.
3. Clean all interior doors (both sides)

**Semi-Annually**

1. Dry Clean Carpet (**Note: Shampooing or wet cleaning carpet is not acceptable**)
2. Clean all base boards, corners and handprints and marks on walls.
3. Wash all exterior and interior windows.

**D. Administration - 8380 Laguna Palms Way  
Suite 100 and 200  
24,000 sq. ft. Single Story  
6 Employee and 1 Private Restrooms**

**Approximately 53 Full Time Employees  
Cleaning – Monday thru Friday with Day Porter Service including Day Porter Service  
in 24/7 Operations Area of Suite 100 on Saturday and Sunday's**

**Areas required for cleaning and flooring material types are as follows:**

**Vinyl Flooring: Restrooms, Breakrooms, Holding Area, DUI Testing Area/Restroom and Copy Area (Suite 200).**

**Ceramic Tile: Public Restrooms and Custodial Closet (Suite 200)**

**Carpet Tiles: Office Areas, Conference Rooms, Hallways and Copy Area (Suite 100)**

**Note: The 8380 Building is scheduled for remodeling during the term of the contract which will require the cleaning requirements to be amended.**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all conference room and office door handles, door facings, push bas and push plates.
4. Spot clean walls, baseboards and directories.
5. Clean and polish drinking fountains.
6. Clean entry door metal trim, glass, sidelights, other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the Business Day.
7. Conference rooms: Clean all tables, television remotes and chair arm rests. All chairs shall be repositioned under the table.
8. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position) if the office door is open.
9. Break Room and Wet Areas: Clean all sinks, faucet handles, soap/paper towel dispensers, counters (this includes face of cabinets), table surfaces, vending machines and coffee stations where applicable. All chairs in Break Room shall be positioned under tables.
10. Refrigerators: Clean exterior, doors and handles.
11. Microwaves: Clean exterior and interior.
12. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
13. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
14. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
15. Breakroom: Sweep and spot clean.
16. Conference room: Clean all tables, television remotes and chair arm rests. All chairs shall be repositioned under the table.
17. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
18. Restroom: Clean with a detergent/disinfectant and polish all sinks, faucet, counters, toilets and urinals including toilet hinges, handles beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets and urinals, making sure to clean the inner lip of closet and urinal. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
19. Restroom: Clean all ledges, toilet stalls and doors and door pulls, partitions, and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
20. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.

21. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
22. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
23. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
24. All exterior entrances: Sweep and check area and remove all litter, cigarette butts, etc.
25. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

### **Weekly**

1. Vacuum clean all carpeted areas.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. Sweep and mop break room.
5. Spot clean all doors, door frames and light switches to remove other markings.
6. Lift and clean under all mats.
7. Dust all mullions and sills and other surfaces up to 84" high.
8. Restroom: Remove scale from all fixtures without damaging finish.
9. Restroom: Clean all baseboards with germicidal detergent.
10. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
11. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs.
12. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.

### **Monthly**

1. Clean/polish kick plates on doors.
2. Empty Shredder or as needed.

### **Quarterly**

1. Machine scrub, polish and disinfect all ceramic tile floors in rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Dust all window blinds.
5. Council Chambers: Polish wood and laminate on Council dais and administrative staff tables.
6. Council Chambers: Vacuum clean all audience chairs.
7. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Wet and Vinyl Floor Copy Areas.
8. Clean all interior doors on both sides.
9. Change out waterless urinal cartridges and screens or as needed.
10. Replace air freshener cartridges.

### **Semi-Annually**

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
3. Shampoo Police Transcription room; Suite 100.
4. Wash all exterior windows.

### **Annually**

1. Shampoo all carpeted areas of building.
2. Mop and apply Floor Restoring Polish to LVT flooring.

3. Machine scrub and polish lobby tile entrance.
4. Wash all interior windows.

**E. Property and Evidence Storage and Crime Scene Investigators Offices –  
9362 Studio Court  
8,600 sq. ft. Single Story  
2 Employee Restrooms and 1 Shower  
Approximately 10 Full Time Employees  
Cleaning – Monday thru Friday during Normal Business Hours**

Areas required for cleaning and flooring material types are as follows:

**Vinyl Flooring: Hallways and Breakroom**

**Ceramic Tile: Restrooms**

**Carpet Tiles: Office Areas and Conference Room**

**Concrete: Storage and Intake Area**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all office door handles, door facings, push bars and push plates.
4. Spot clean walls and baseboards
5. Clean entry door metal trim, glass, sidelights, Service Center Reception glass (both sides) and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the Business Day.
6. Clean lobby counter-top and waiting area.
7. Conference room: Clean table, television remotes and chair arm rests. All chairs shall be repositioned under the table.
8. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position) if the office door is open.
9. Break Room and Wet Areas: Clean all sinks, faucet handles, soap/paper towel dispensers, counters (this includes face of cabinets), table surfaces, vending machines and coffee stations where applicable. All chairs in Break Room shall be positioned under tables.
10. Refrigerator: Clean exterior, doors and handles.
11. Microwave: Clean exterior and interior.
12. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
13. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
14. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
15. Breakroom: Sweep and spot clean.
16. Scrub shower floor with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
17. Restroom: Clean with a detergent/disinfectant and polish all sinks, faucet, counters, toilets and urinals including toilet hinges, handles beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets and urinals, making sure to clean the inner lip of closet and urinal. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
18. Restroom: Clean all ledges, toilet stalls and doors and door pulls, partitions, and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.

19. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
20. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
21. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
22. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
23. All exterior entrances: Sweep and check area and remove all litter and debris, etc.
24. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

### **Weekly**

1. Vacuum clean all carpeted areas.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. Sweep and mop break room.
5. Spot clean all doors, door frames and light switches to remove other markings.
6. Lift and clean under all mats.
7. Dust all mullions and sills and other surfaces up to 84" high.
8. Restroom: Remove scale from all fixtures without damaging finish.
9. Restroom: Clean all baseboards with germicidal detergent.
10. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
11. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs.
12. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.

### **Monthly**

1. Clean/polish kick plates on doors.

### **Quarterly**

1. Machine scrub, polish and disinfect all ceramic tile floors in rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Dust all window blinds.
5. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Wet and Vinyl Floor Copy Areas.
6. Clean all interior doors on both sides.
7. Change out urinal screens or as needed.
8. Replace air freshener cartridges.

### **Semi-Annually**

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.

### **Annually**

1. Shampoo all carpeted areas of building.
2. Mop and apply Floor Restoring Polish to LVT flooring.
3. Machine scrub and polish concrete floors.
4. Wash all exterior and interior windows.



**F. Corporation Yard - 10250 Iron Rock Way  
Two Story Office Building and Signs Shop within Warehouse  
2 Employee Restrooms and 1 Warehouse Wash Station in Warehouse  
Approximately 25 Full Time Employees  
Cleaning – Monday thru Friday**

**Areas required for cleaning and flooring material types are as follows:**

**Vinyl Flooring: Restrooms, Conference Room, Break Area, Stairwell and Copy Room.**

**Carpet Tiles: Office Area and Hallways.**

Services for this facility as listed below, with the frequency as noted:

**Daily Includes Two Story Office Complex and Signs and Marking Shop**

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all conference room and office door handles, door facings, push bas and push plates.
4. Spot clean walls, baseboards and directories.
5. Clean and wipe all elevator call button plates.
6. Clean and wipe warehouse water dispenser.
7. Clean and polish all elevator entrance door thresholds.
8. Clean Lobby and Employee entry doors metal trim, glass, sidelights, other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the Business Day.
9. Clean Lobby Counter.
10. Conference rooms: Clean all tables, television remotes and chair arm rests. All chairs shall be repositioned under the table.
11. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position) if the office door is open.
12. Break Room: Clean sink, faucet handles, soap/paper towel dispensers, counters (this includes face of cabinets), table surfaces and coffee stations where applicable. All chairs in Break Room shall be positioned under tables.
13. Refrigerators: Clean exterior, doors and handles.
14. Microwaves: Clean exterior and interior.
15. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
16. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
17. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
18. Breakroom: Sweep and spot clean.
19. Restroom: Clean with a detergent/disinfectant and polish all sinks, faucet, counters, toilets and urinals including toilet hinges, handles beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets and urinals, making sure to clean the inner lip of closet and urinal. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
20. Restroom: Clean all ledges, toilet stalls and doors and door pulls, partitions, and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
21. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
22. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.

23. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
24. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
25. Sign and Marking Shop: Sweep and spot clean, clean sink with a detergent/disinfectant, fill paper towel and soap dispensers, vacuum mats and empty waste receptacles.
26. All exterior entrances: Sweep and check area and remove all litter, dirt and debris, etc.
27. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.
28. Clean warehouse hand washing station and fill paper towel and soap dispensers.

### **Weekly**

1. Vacuum clean all carpeted areas.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. Sweep and mop Signs and Marking Shop and 2<sup>nd</sup> floor break and conference room floors.
5. Spot clean all doors, door frames, walls and light switches to remove other markings.
6. Lift and clean under all mats.
7. Dust all mullions and sills and other surfaces up to 84" high.
8. Restroom: Remove scale from all fixtures without damaging finish.
9. Restroom: Clean all baseboards with germicidal detergent.
10. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
11. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs. Spot clean walls
12. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.
13. South Stairwell: Rubber floor shall be swept cleaned and damped mop after 5:00 pm.

### **Monthly**

1. Clean/polish kick plates on doors.
2. Empty paper shredder or as needed.

### **Quarterly**

1. Machine scrub and disinfect all vinyl floors including rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Clean interior windows to a height of ten feet from floor.
5. Dust all window blinds.
6. Clean all interior doors on both sides.
7. Change out waterless urinal cartridges (once installed) and screens.
8. Replace air freshener cartridges

### **Semi-Annually**

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture. Shampoo carpets. Apply scotch guard after cleaning.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
3. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains.
4. Wash exterior windows.

### **Annually**

1. Shampoo all carpeted areas of building.
2. Strip and Wax all Vinyl Flooring.
3. Wash interior windows.

**G. Corporation Yard Modular within South Section of Warehouse – 10250 Iron Rock Way**  
**1,850 sq. ft. Single Story**  
**2 Employee Restrooms**  
**6 Full Time Employees**  
**Cleaning – Wednesday and Friday**

**Areas required for cleaning and flooring material types are as follows:**

**Vinyl Flooring: Restrooms and Break Area.**

**Carpet Tiles: Office Area**

Services for this facility as listed below, with the frequency as noted:

**Biweekly**

1. Vacuum all carpeted areas.
2. Clean entry door metal trim, glass, sidelights and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the Business Day.
3. Push tenant employees' chairs up into desks and return wastebaskets to the proper position.
4. Refrigerator: Spot clean exterior, doors/handles and dispenser.
5. Microwave: Spot clean exterior and interior.
6. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
7. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
8. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
9. All Restrooms: Clean with a detergent/disinfectant and polish all sinks, counters and toilets, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
10. All Restrooms: Damp wipe all ledges. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
11. All Restroom: Spot clean light switches, doors and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
12. All Restrooms: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
13. All Restrooms: Clean and polish all mirrors, soap dispensers, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
14. All Restrooms: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
15. All Restrooms: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.

**Quarterly**

1. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
2. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains.
3. Clean all interior doors on both sides.
4. Replace Restroom air freshener cartridges.

**Semi-Annually**

1. Machine scrub, polish, disinfect and wax all vinyl flooring in rest rooms.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.

**Annually**

1. Shampoo all carpet flooring.
2. Strip and Wax all Vinyl Flooring.
3. Wash all windows inside and out.

**H. Fleet Facility - 10190 Iron Rock Way  
8,000 sq. ft. Exercise/Training Room with two Locker Rooms and Fueling Site  
2 Employee Restrooms  
60 Part Time Employees  
Cleaning – Monday thru Friday**

**Areas required for cleaning and flooring material types are as follows:**

**Ceramic Tile: Restrooms.**

**Vinyl Flooring: Breakroom and Hallways.**

**Polished Concrete: Training and Locker Rooms.**

**Note: The 10190 Facility is scheduled for remodeling during the term of the contract which will require the cleaning requirements to be amended.**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Spot clean/vacuum all carpeted mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all conference room and office door handles, door facings, push bars and push plates.
4. Spot clean walls and baseboards.
5. Clean and polish drinking fountains.
6. Clean all sinks, counters and table surfaces in break rooms. This includes face of cabinets  
Refrigerator: Clean exterior, doors/handles and dispenser.
7. Microwaves: Clean exterior and interior.
8. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
9. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
10. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
11. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
12. Restroom: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
13. Restroom: Damp wipe all ledges, toilet stalls and doors. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
14. Restroom: Spot clean light switches, doors, partitions and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.

15. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
16. Restroom: Clean and polish all mirrors, soap dispensers, flush valves, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
17. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
18. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
19. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
20. Restroom stall partitions shall be checked and cleaned as necessary.
21. Exterior entrances and walks ways: Sweep and check area and remove all litter, etc.
22. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.
23. Empty trash receptacles at Fuel Island and refill windshield washing fluid reservoirs.
24. Restock vacuum cleaning station of paper towels and windshield solution in spray bottle.

#### **Weekly**

1. Clean all entry thresholds removing all visible soil.
2. Sweep and mop locker rooms, exercise/training room, break room and west hallway.
3. Clean all doors, door frames, walls and light switches to remove other markings.
4. Lift and clean under all mats.
5. Restroom: Remove scale from all fixtures without damaging finish.
6. Restroom: Clean all baseboards with germicidal detergent.
7. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
9. Spot clean walls.
10. Wipe down lockers and benches in men's and women's locker rooms.
11. Stock and refill sanitary napkin dispenser.
12. Sweep area around vacuum cleaning station.
13. Sweep entire area around fuel island.
14. Restock windshield washer fluid buckets.

#### **Monthly**

1. Clean/polish kick plates on doors.

#### **Quarterly**

1. Machine scrub and disinfect all accessible vinyl and ceramic floors including rest room, break room, hallways tile flooring.
2. Restroom: high dust lights, walls and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all hallways and break room areas.
5. Clean all interior doors on both sides.
6. Replace windshield washing squeegee at Fuel Island.
7. Change out waterless urinal cartridges and screens or as needed.
8. Replace air freshener cartridges.
9. Replace Fuel Island Squeegee(s).

#### **Semi-Annually**

1. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
2. Machine scrub and wax all concrete flooring in locker and exercise/training room.

3. Strip, machine scrub, and wax all concrete flooring. This includes training/exercise room and men and women's locker rooms. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all hallways and break room areas.

**Annually**

1. Wash Training Room windows inside and out.
2. Strip and Wax and Vinyl Flooring.
3. Dust off building address numbers.

**I. Special Waste Collection Center - 9255 Disposal Lane  
8,466 sq. ft. Single Story  
6 Full Time Employees  
2 Employee Restrooms  
Cleaning – Sunday thru Wednesday**

Services for this facility as listed below, with the frequency as noted:

**Areas required for cleaning and flooring material types are as follows:**

**Ceramic Tile: Restrooms and Custodial Closet**

**Vinyl Flooring: Office, Locker Rooms, Break Room, Reuse Room and Hallways to reach these rooms**

**Areas not requiring service: ID & Packing Room, Waste Storage, Material Storage and Hazardous Fluid Mixing Rooms.**

**Daily**

1. Spot clean/vacuum all mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor.
3. Clean walls, baseboards and directories.
4. Clean entry door metal trim, glass, sidelights and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the Business Day.
5. Clean all breakroom and office door handles, door facings, push bars and push plates
6. Push tenant employees' chairs up into desks and return wastebaskets to the proper position.
7. Clean all sinks, counters and table surfaces in break room. This includes face of cabinets.
8. Refrigerator: Clean exterior, doors/handles and dispenser.
9. Microwave: Clean exterior and interior.
10. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
11. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
12. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
13. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
14. All Restrooms: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals.
15. All Restrooms: Clean all ledges. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.

16. All Restroom: Clean light switches, doors and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
17. All Restrooms: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
18. All Restrooms: Clean and polish all mirrors, soap dispensers, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
19. All Restrooms: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners. Check and replace auto dispenser operating batteries as needed.
20. All Restrooms: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
21. All Restrooms: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
22. Exterior entrances and walks ways: Sweep and check area and remove all litter and debris.
23. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

#### **Weekly**

1. Sweep/mop Break room and all vinyl and ceramic tile surfaces.

#### **Bimonthly**

1. Clean all entry thresholds removing all visible soil.
2. Spot clean all doors, door frames, walls and light switches to remove other markings.
3. Lift and clean under all mats.
4. Dust all mullions and sills and other surfaces up to 84" high.
5. Restroom: Remove scale from all fixtures without damaging finish.
6. Restroom: Clean all baseboards with germicidal detergent.
7. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
8. Dust all windowsills, door louvers, paneling, molding, structural and furniture ledges, and chair rungs.
9. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.

#### **Monthly**

1. Clean/polish kick plates on doors.
2. Clean all office and break room chairs.

#### **Quarterly**

1. Restroom: high dust lights, walls, and grilles.
2. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
3. Clean interior windows to a height of ten feet from floor.
4. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Wet and Vinyl floor copy area.
5. Clean all interior doors on both sides.
6. Replace air freshener cartridges

#### **Semi-Annually**

1. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
2. Machine scrub, polish and disinfect all ceramic tile floors including rest rooms.
3. Wash all windows inside and out.

**Annually**

1. Strip and Wax Vinyl Flooring.

**J. Elk Grove Animal Shelter**

**9150 Union Parkway**

**19,000 sq ft of Employee and Public Space**

**2 public Restrooms and 2 Employee Restroom/Locker Rooms**

**20 Fulltime Employees**

**Cleaning – Monday thru Saturday**

**Note: Cleaning of Animal Kennels will be done by Shelter Staff.**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all trash receptacles.
4. Spot clean walls and baseboards.
5. Clean fingerprints in all viewing areas.
6. Clean interior and exterior entry doors metal trim, glass and sidelights. No fingerprints shall be visible at the start of each Business Day.
7. Clean and wipe all conference room tables and return chairs to underneath tables.
8. Clean and polish drinking fountain and water bottle fill stations.
9. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position).
10. Clean all sinks, counters table surfaces and vending machine in break room and conference rooms. This includes face of cabinets.
11. Refrigerator: Clean exterior and doors/handles.
12. Microwave: Clean exterior and interior.
13. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
14. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
15. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
16. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls or ceiling.
17. Restrooms: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
18. Restrooms: Clean all ledges, toilet stalls and doors. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
19. Restrooms: Clean light switches, doors and door pulls, partitions and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
20. Restrooms: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
21. Restrooms: Clean and polish all mirrors, soap dispensers, flush valves, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant



and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.

22. Restrooms: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
23. Restrooms: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
24. Restrooms: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
25. Restroom stall partitions shall be checked and cleaned as necessary.
26. Exterior entrances and walks ways: Sweep and check area and remove all litter.
27. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

### **Weekly**

1. Vacuum clean all carpeted and Nora flooring areas including hallways, the multipurpose room and both intake lobbies.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. Sweep and mop break room floor.
5. Clean all doors, door frames, walls and light switches to remove other markings.
6. Lift and clean under all mats.
7. Dust all mullions and sills and other surfaces up to 84" high.
8. Restroom: Remove scale from all fixtures without damaging finish.
9. Restroom: Clean all baseboards with germicidal detergent.
10. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
11. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs. Spot clean walls
12. Spot clean walls.
13. Dust all picture frames, charts and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.

### **Monthly**

1. Clean/polish kick plates on doors.

### **Quarterly**

1. Machine scrub and disinfect all ceramic tile floors including rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Clean interior windows to a height of ten feet from floor.
5. Dust all window blinds.
6. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains. This includes all Vinyl Floor areas.
7. Clean all interior doors on both sides.
8. Replace air freshener cartridges.

### **Semi-Annually**

1. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
2. Wash all windows inside and out

**K. Elk Grove Community Center  
8230 Civic Center Drive  
24,000 sq ft  
2 public Restrooms and 1 Restroom in Kitchen  
Cleaning: Monday thru Saturday**

## Daily

1. Spot clean/vacuum all flooring and mats.
2. All hard surfaced floor areas shall be checked and appear clean. No visible spills, dust or garbage on the floor. Sweep/mop when visibly needed.
3. Clean all trash receptacles.
4. Spot clean walls and baseboards.
5. Clean interior and exterior entry doors metal trim, glass and sidelights. No fingerprints shall be visible at the start of each Business Day.
6. Clean and wipe all conference room tables.
7. Push tenant employees' chairs up into desks and return wastebaskets to the proper position (e.g., returned to the same position).
8. Clean and polish drinking fountain and water bottle fill station.
9. Clean all sinks, counters and table surfaces in break room and conference rooms. This includes face of cabinets.
10. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week. Clean inside and exterior of receptacle as needed.
11. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
12. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
13. Restroom: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
14. Restroom: Clean all ledges, toilet stalls and doors. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
15. Restroom: Clean light switches, doors and door pulls, partitions and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
16. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
17. Restroom: Clean and polish all mirrors, soap dispensers, flush valves, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
18. Restroom: Check and refill all toilet tissue, toilet seat covers, paper towel dispensers, soap dispensers and air fresheners.
19. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
20. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
21. Restroom stall partitions shall be checked and cleaned as necessary.
22. Exterior entrances and walks ways: Sweep and check area and remove all litter.
23. Custodial closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.

## Weekly

1. Vacuum clean all carpeted, engineered flooring, cork flooring and slate tile areas.
2. Edge-vacuum all common area carpets.
3. Clean all entry thresholds removing all visible soil.
4. Spot clean all doors, door frames, walls and light switches to remove other markings.
5. Lift and clean under all mats.
6. Dust all mullions and sills and other surfaces up to 84" high.
7. Restroom: Remove scale from all fixtures without damaging finish.
8. Restroom: Clean all baseboards with germicidal detergent.

9. Restroom: Add microorganisms to the floor drains.
10. Dust all low and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges. Dust all ceiling air supply and exhaust diffusers and grilles.
11. Dust all windowsills, door louvers, wood paneling, molding, structural and furniture ledges, and chair rungs. Spot clean walls
12. Spot clean walls.
13. Dust all picture frames, monitors and similar hangings which are not dusted during regular nightly cleaning. Also, check/clean behind open doors and accessible spaces adjacent to printers and copiers.
14. Clean desk tops in private offices and tables in conference room.

#### **Monthly**

1. Clean/polish kick plates on doors.
2. Vacuum all conference room chairs.
3. Deep clean kitchen oven, grease screens and microwaves.

#### **Quarterly**

1. Machine scrub and disinfect all ceramic tile floors including rest rooms.
2. Restroom: high dust lights, walls, and grilles.
3. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, door frames, etc. Spider webs should not be evident.
4. Clean interior windows to a height of ten feet from floor.
5. Dust all window blinds.
6. Strip, machine scrub, and reseal all vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor. Wall base to be free of mop splash stains.
7. Clean all interior doors on both sides.
8. Change out waterless urinal cartridges and screens.
9. Replace air freshener cartridges.

#### **Semi-Annually**

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture. Shampoo carpets. Apply scotch guard after cleaning.
2. Dust all ceiling air-conditioning, louvers and grilles not reached in nightly cleaning.
3. Shampoo all carpeted areas of building.
4. Wash all exterior windows.

#### **Annually**

1. Wash all interior windows.

**L. Community Center Event Hall – 8320 Civic Center Drive  
Main Hall – Approximately 7,000 sq. ft.  
Commercial Kitchen and Pantry – Approximately 1,025 sq. ft.  
1 Restroom with toilet in between Kitchen and Pantry**

Services for this facility as listed below, with the frequency as noted:

#### **Main Hall Cleaning After Each Rental**

1. Sweep Hall.
2. Mop floors.
3. Spot clean doors and walls as needed.
4. Empty all waste receptacles. Plastic liners shall be replaced and clean inside and exterior of receptacle.

5. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
6. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
7. Vacuum carpet outside of event hall and lobby.
8. Fully clean and restock each Community Center restrooms with paper towels, toilet paper and toilet seat covers.

#### **Kitchen Cleaning After Each Rental**

1. Sweep Kitchen.
2. Mop Floors.
3. Spot clean doors and walls as needed.
4. Empty all waste receptacles. Plastic liners shall be replaced and clean inside and exterior of receptacle.
5. Recycling: Transfer contents of recycling containers to appropriate master recycling receptacle. Clean inside and exterior of receptacle as needed. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
6. Empty all organic receptacles to appropriate master receptacle. For all organic waste receptacles, empty and replace liner daily with 100% compostable bag. Clean inside and exterior of receptacles as needed. Dispose of organic waste, recycling waste, and trash waste in the outside commercial corresponding waste dumpsters.
7. Clean and degrease all Exterior Work Surfaces.
8. Clean inside and ovens and microwaves.
9. Clean inside and outside refrigerator and freezers.
10. Clean Pantry prepping tables.
11. Clean and restock kitchen restroom.
12. Empty trash and recyclables into proper dumpsters.

#### **M. Preserve Public Restrooms 9701 Big Horn Blvd 130 sq. ft. 2 All Gender Restrooms (1 Toilet and 1 Urinal per Restroom) Concrete Flooring Cleaning Sunday thru Saturday**

Services for this facility as listed below, with the frequency as noted:

##### **Daily**

1. Restroom: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
2. Restroom: Clean light switches, doors and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
3. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
4. Restroom: Clean and polish all mirrors, soap dispensers, flush valves, air hand dryers, shelves, chrome fixtures, piping and toilet hinges using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.

5. Restroom: Check and refill all toilet tissue, toilet seat covers and soap dispensers.
6. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
7. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
8. Exterior entrances and walks ways: Sweep and check area and remove all litter and debris.
9. Lock and secure restroom after cleaning. (Standard Time – 7:00PM and Daylight-Saving Time – 8:00PM.

**N. Old Town Plaza Public Restrooms - 9615 Railroad Street  
130 sq. ft.  
2 All Gender Restrooms (1 Toilet and 1 Urinal per Restroom) Concrete Flooring  
Cleaning Schedule is dictated by Events held at Plaza  
(Potential Bidder shall provide a quote for Daily and Monthly Cleaning)**

Services for this facility as listed below, with the frequency as noted:

**Daily**

1. Restroom: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
2. Restroom: Clean light switches, doors and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
3. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
4. Restroom: Clean and polish all mirrors, soap dispensers, flush valves, shelves, air hand dryers, chrome fixtures, piping and toilet hinges using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
5. Restroom: Check and refill all toilet tissue, toilet seat covers and soap dispensers.
6. Restroom: Stock sufficient toilet tissue, toilet seat covers and soap for events.
7. Restroom: Empty sanitary napkin disposal receptacles. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
8. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the CM.
9. Exterior entrances and walks ways: Sweep and check area and remove all litter and debris.

**(See next page for ATTACHMENTS)**

7. Attachments:

The following attachments are hereby incorporated:

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>A</b>	<b>PRICING PAGE</b>	<b>47</b>
<b>B</b>	<b>EVALUATION CRITERIA AND SELECTION CRITERIA</b>	<b>49</b>
<b>C</b>	<b>SAMPLE STANDARD SERVICES CONTRACT</b>	<b>50</b>
	<b>INSURANCE REQUIREMENTS</b>	<b>64</b>
	<b>SECURITY ACCESS POLICY</b>	<b>69</b>
<b>D</b>	<b>FAITHFUL PERFORMANCE BOND</b>	<b>72</b>
<b>E</b>	<b>NON-COLLUSION AFFIDAVIT</b>	<b>74</b>
<b>F</b>	<b>EXPERIENCE/QUALIFICATION STATEMENT</b>	<b>75</b>
<b>G</b>	<b>DAILY WORK SCHEDULE</b>	<b>76</b>
<b>H</b>	<b>MAT SERVICE FREQUENCY AND LOCATION</b>	<b>77</b>
<b>I</b>	<b>BUILDING INSPECTION FORM</b>	<b>79</b>

## ATTACHMENT A: PRICING PAGE

Service Providers must provide a price sheet containing the information below for furnishing the City of Elk Grove with Custodial Services as required in accordance with the provisions and specifications of this Request for Proposal. For evaluation purposes, Service Provider is to submit pricing covering a monthly period including all Facility Cleaning requirements and schedule. The pricing must be all inclusive and include, without limitation, all labor, supplies, equipment, and taxes.

The bid items listed and dollar amounts entered by suppliers were used as to evaluate the RFP and as a baseline by the City to develop the Not-To-Exceed Amount of the Contract.

**Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. A thru K for initial 3-year term of the contract.**

Monthly Maintenance \$ \_\_\_\_\_

**Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. L Community Center Event Hall and Restrooms per Event for initial 3-year term of the contract.**

Per Event Cleaning \$ \_\_\_\_\_

**Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. L Community Center Commercial Kitchen, Pantry and Restroom per Event for initial 3-year term of the contract.**

Per Event Cleaning \$ \_\_\_\_\_

**Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. M for The Preserve Public Restrooms for initial 3-year term of the contract.**

Monthly Maintenance \$ \_\_\_\_\_

**Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. N for The Old Town Plaza Public Restrooms for initial 3-year term of the contract.**

Daily Maintenance \$ \_\_\_\_\_

Monthly Maintenance \$ \_\_\_\_\_

**Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Current Facility Cleaning Scope Section 6. A thru K for optional years four (4) and five (5) of the contract.**

Monthly Maintenance \$ \_\_\_\_\_

Provide pricing for all items covered in the RFP Requirements, Scope of Work, Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. L Community Center Event Hall per Event for optional years four (4) and five (5) of the contract.

Per Event Cleaning \$ \_\_\_\_\_

Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Facility Cleaning Scope Section 6. L Community Center Commercial Kitchen, pantry and Restroom per Event for optional years four (4) and five (5) of the contract.

Per Event Cleaning \$ \_\_\_\_\_

Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Current Facility Cleaning Scope Section 6. M for The Preserve Public Restrooms for optional years four (4) and five (5) of the contract.

Monthly Maintenance \$ \_\_\_\_\_

Provide pricing for all items covered in the RFP Requirements, Scope of Work and Daily Work Schedule: Attachment H and Current Facility Cleaning Scope Section 7. N for The Old Town Plaza Public Restrooms for optional years four (4) and five (5) of the contract.

Daily Maintenance \$ \_\_\_\_\_

Monthly Maintenance \$ \_\_\_\_\_

Time & Materials Rates for Maintenance and Service Straight Time, Labor rate, not covered under fixed price activities (emergencies and special services).

Per Hour \$ \_\_\_\_\_

Product Markup for service supplies not covered under the fixed scope of work.

% \_\_\_\_\_

**“Piggybacking” Option:**

Indicate that you will extend the pricing, terms, and conditions of an awarded contract, based on this bid, to other government agencies. Yes [ ] or No [ ]

**Prompt Payment Discount:**

Will you offer a prompt payment discount? Yes [ ] or No [ ] (Net 45 days)

If Yes, the Payment Discount is \_\_\_\_\_% for payment within \_\_\_\_\_calendar days, which shall be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.



## **ATTACHMENT B: EVALUATION and SELECTION CRITERIA**

### Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Service Providers understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

### **Review and Selection Process**

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

**(See next page for Attachment C: Sample Services Contract)**

**ATTACHMENT C: SAMPLE SERVICES CONTRACT**

**CITY OF ELK GROVE**



**CONTRACT FOR SERVICES**

**SERVICE PROVIDER**

**Title of Contract**

**CONTRACT FOR SERVICES**

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_, by and between City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Service Provider”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Service Provider has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Service Provider to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Service Provider agree to as follows:

**1. SCOPE OF SERVICES**

A. Service Provider shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract

and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Service Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

## **3. SCHEDULE FOR PERFORMANCE**

City and Service Provider agree that time is of the essence and Service Provider agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or his/her authorized representative. Service Provider's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

## **4. COMPENSATION**

A. Service Provider shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed \_\_\_\_\_ (\$\_\_\_\_\_), without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Service Provider's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

## **5. NOTICES**

A. Service Provider shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Service Provider as follows:

## **6. PROFESSIONAL SERVICES**

Service Provider agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Service Provider and its subcontractors or agents are engaged. Service Provider shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Service Provider further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Service Provider (including Service Provider's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Service Provider's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Service Provider under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Service Provider's assigned personnel.

D. Service Provider, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Service Provider shall be entirely and exclusively under the direction, supervision, and control of Service Provider.

F. Service Provider hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF SERVICE PROVIDER**

Service Provider shall possess no authority with respect to any City decision and no right

to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Service Provider certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Service Provider agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Service Provider further agrees to complete any statements of economic interest if required by either City ordinance or State law.

## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Service Provider is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Service Provider shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Service Provider shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Service Provider, and City may withhold any payments due to Service Provider until such time as the exact amount of damages, if any, due City from Service Provider is determined.

D. In the event of termination, Service Provider shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Service Provider agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

### **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Service Provider shall receive a written “Notice to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Service Provider for any services prior to issuance of the Notice to Proceed.

### **14. EXTENSIONS OF TIME**

Service Provider may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

### **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Service Provider under this Contract shall become the property of City, and Service Provider shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Service Provider shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Service Provider in performing this Contract which is not Service Provider’s privileged information, as defined by law, or Service Provider’s personnel information, along with all other property belonging exclusively to City which is in Service Provider’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Service Provider hereunder to be work made for hire. Service Provider acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Service Provider that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.

### **16. COMPLIANCE WITH LAW**

Service Provider shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

### **17. REPRESENTATIONS**

A. Service Provider agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Service Provider’s profession.

B. Service Provider agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Service Provider shall designate a project manager who at all times shall represent Service Provider before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Service Provider, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Service Provider shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Service Provider in writing within sixty (60) calendar days of discovery. Should Service Provider fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Service Provider shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff assigned to perform the services required under this Contract. Service Provider shall notify City of any changes in Service Provider's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

## **19. ASSIGNMENT AND SUBCONTRACTING:**

A. Except as expressly authorized herein, Service Provider's obligations under this Contract are not assignable or transferable, and Service Provider shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Service Provider from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Service Provider shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Service Provider.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Service Provider pursuant to performance of this Contract are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Service Provider or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Service Provider for any damages caused by Service Provider releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **21. LIABILITY OF SERVICE PROVIDER—NEGLIGENCE**

Service Provider shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Service Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Service Provider or its employees, agents, contractors or subcontractors.

**22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Service Provider, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Service Provider enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Service Provider. Service Provider's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

**23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Service Provider shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

<b>TYPE</b>	<b>SINGLE LIMIT / OCCURRENCE</b>	<b>AGGREGATE</b>	<b>ENDORSEMENTS***</b>
General Liability	\$1,000,000	\$2,000,000	Additional Insured Waiver of Subrogation
Automobile Liability	\$1,000,000 (Hired & Non-Owned)		Additional Insured



Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
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\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.

Furthermore, Service Provider shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

## 24. EVIDENCE OF INSURANCE COMPLIANCE

Service Provider or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Service Provider's proof of insurance. Service Provider shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

## 25. EMPLOYMENT PRACTICES

Service Provider, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

## 26. UNAUTHORIZED ALIENS

Service Provider hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Service Provider hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

## 27. LICENSES, PERMITS, AND OTHER APPROVALS

Service Provider represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Service Provider to practice its profession and perform the work described herein. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Service Provider to practice its profession at the time the services are performed.

## 28. RECORDS AND INSPECTION

Service Provider shall maintain records, books, documents and other evidence directly

pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **29. MISCELLANEOUS PROVISIONS**

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Service Provider and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Service Provider for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Service Provider and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Service Provider. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Service Provider that any such person or entity, other than City or Service Provider, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Service Provider warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Service Provider to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

### **30. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Service Provider concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Parties as follows:

Approved to as form:

**SERVICE PROVIDER**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
Attorney for Service Provider

Approved as to form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_

\_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

By:

Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_

Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**

**EXHIBIT B**

**Schedule of Performance**

## **EXHIBIT C**

### **Compensation and Method of Payment**

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Service Provider each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Contractor shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Contractor shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Contractor maintain any programs of self-insurance, Contractor shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and personal & advertising injury liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Aggregate:	Two Million Dollars (\$2,000,000)
- e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles leased, hired, or borrowed by the Contractor on a separate endorsement acceptable to the City.
- f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Contractor.
- g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- h. Provision or endorsement stating that for any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability:



- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired and non-owned automobiles.
  - b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned) and shall not exclude City-owned vehicles. Contractor's coverage providing symbol 1 (Any Auto) shall be satisfactory
  - c. The limits of liability per accident shall not be less than:
 

Combined Single Limit	One Million Dollars (\$1,000,000)
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  - d. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.
3. Worker's Compensation
- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers Liability coverage. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
  - b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).
  - c. If an injury occurs to any employee of the Contractor for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Agreement, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Contractor.
  - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Contractor.
4. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
5. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
6. The Contractor shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Agreement.

At the written request of the City, Contractor agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

7. The City, due to unforeseen risk or exhaustion, failure, or dilution of Contractor's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of this Agreement by giving 30 days written notice.
8. The Contractor shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
9. If the Contractor fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under this Agreement.
10. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under this Agreement.
11. The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Sub-contractors or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
12. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of this Agreement.
13. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

**EXHIBIT E TO THE CONTRACT**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Service Provider, certifies as follows:

1. Service Provider is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

**SERVICE PROVIDER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT F

### SECURITY ACCESS POLICY

Service Provider and all their employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department (“EGPD”) will conduct two “Live Scan” fingerprint checks, free of charge, on a Service Provider that will access City Facilities. “Live Scan” is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Service Provider requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Service Provider shall be required to agree to the following:

- a) Service Provider agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Service Provider and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Service Provider agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities.
- d) Employees may be Live Scanned at the expense of Service Provider at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Service Provider agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- f) Service Provider agrees to notify the City within 24 hours of when an employee has severed employment. Service Provider shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
- g) Service Provider shall follow the directions provided by City staff while on the premises.
- h) Service Provider agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- i) Service Provider agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
- j) Service Provider agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
- k) Access to City Facilities will occur on February 1, 2022 at 8:00AM except for City holidays.

Service Provider shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Service Provider and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Service Provider will be contacted when to pick up access cards.

Until the process outlined has been completed, Service Provider and their employees shall not be

allowed to begin work at City Facilities and payment for service may be delayed until Service Provider has fully complied with this procedure.

**EXHIBIT G**  
**FAITHFUL PERFORMANCE BOND**

## **EXHIBIT H TO THE CONTRACT**

### **LIQUIDATED DAMAGES**

For each complaint received by the City's Fleet and Facilities Manager, Service Provider agrees to pay, as liquidated damages and not as a penalty, the amount of \_\_\_\_\_ (\$\_\_\_\_), which is commensurate with the hourly rate charged by Service Provider for special or emergency service. This liquidated damage amount is separate from and in addition to all other actual direct and indirect costs, fines, fees and damages relating to Service Provider's failure.

As applied to the assessment of liquidated damages under this Contract, a "complaint" shall mean each written or orally communicated statement made by any person, whether to City or Contractor, (1) alleging non-performance, or deficiencies in Contractor's performance, of its duties under this Contract, or, a violation by Contractor of this Contract, and (2) which is investigated and verified by the City's Fleet and Facilities Manager or his/her designee.

For example only, and in no way are these examples meant to be exhaustive or all inclusive, Service Provider may be assessed a liquidated damage for a complaint received relative to not properly cleaning a shower stall. In addition to the assessed liquidated damage resulting from the complaint, Service Provider shall be required to take the necessary actions to clean the stained carpet. Likewise, if a complaint is received relative to Service Provider damaging City property while performing the work required under this Contract, Service Provider may be assessed the liquidated damage in addition to the actual cost to repair the damaged property. The liquidated damage assessment serve to compensate City for, among other things, staff time in addressing the service failure, and the inconvenience, frustration and anxiety to City staff, contractors, and the public who utilize City facilities.

Before assessing Liquidated Damages, City shall give Service Provider notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. Service Provider may oppose the assessment by filing a written challenge directed to the City Manager. The City Manager shall review any information provided by the Fleet and Facilities Manager and the Service Provider and make a decision as to the amount of liquidated damages assessed; the decision of City Manager shall be final.

Contractor shall pay any liquidated damages assessed by City within fifteen (15) calendar days of the date the liquidated damages are assessed, or within fifteen (15) calendar days of the date the City Manager issues a decision if the assessment is opposed by Service Provider. If the assessed liquidated damages are not paid as required herein, City may, at City's option, proceed against the performance bond, and/or deduct the amount owed from amounts owed by City to Contractor, if any, or pursue any other remedy available to it at law and in equity.

## ATTACHMENT D: FAITHFUL PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

**THAT, WHEREAS, THE CITY OF ELK GROVE**, hereinafter designated as the “City”, entered into a Contract dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter designated as the “Contractor” for the work described as follows:

#### **Custodial Services**

**WHEREAS**, the Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

**WHEREAS**, the Contract is by reference made a part hereof;

**NOW, THEREFORE**, we, \_\_\_\_\_ the undersigned Contractor, as Principal, and \_\_\_\_\_ (corporate surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT**, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.



And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

and

\_\_\_\_\_  
Telephone No. of Surety

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

**NOTE:** If Contractor is Partnership, all parties must execute Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

**NOTICE:** The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

**MANDATORY:** The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § 995.310, 995.311, 995.320)

**APPROVAL:** Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Sacramento County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled,

annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

**ATTACHMENT E: NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA        )  
  )  
COUNTY OF SACRAMENTO    )

I, the undersigned, an authorized representative of \_\_\_\_\_, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Service Provider has not directly or indirectly induced or solicited any other Service Provider to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Service Provider or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Service Provider or any other Service Provider, or to fix overhead, profit, or cost element of the bid price, or of that of any other Service Provider, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the Service Provider has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): \_\_\_\_\_

Service Providers Signature: \_\_\_\_\_  
(Same Signature as on Bid Form)

Service Provider Name (Printed): \_\_\_\_\_

Service Providers Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Notary Public

\*\*Note a jurat shall accompany this form.

## ATTACHMENT F: EXPERIENCE/QUALIFICATION STATEMENT

The Service Provider has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Bid extends over a period of \_\_\_\_\_ years.

The Service Provider, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last five (5) years for the persons, firm or authority indicated, and to whom reference is made:

Years of Service	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed

The following is a list of plant and equipment owned by the Service Provider, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location

Contractor's Name (Printed): \_\_\_\_\_

Service Providers Signature: \_\_\_\_\_

Service Providers Name (Printed): \_\_\_\_\_  
(Same Signature as on Bid Form)

Service Providers Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Include additional sheets as needed)**

## ATTACHMENT G: DAILY WORK SCHEDULE

The following schedule reflects the recommended hours for cleaning City facilities and does not reflect the hours required for services.

Building	Available Hours	Days of Service	Type of Service	Proposed # of Custodians
A. 8401 Laguna Palms	3:00 pm - 7:00 pm	Monday thru Friday	Day Cleaning	_____
B. 8400 Laguna Palms	12:00 pm - 5:00 pm	Monday thru Friday	Day Porter	_____
	3:00 pm - 7:00 pm	Monday thru Friday	Day Cleaning	_____
C. Call Center	12:00 pm - 5:00 pm	Saturday and Sunday	Day Porter	_____
D. 8380 Laguna Palms	12:00 pm - 5:00 pm	Monday thru Friday	Day Porter	_____
	3:00 pm - 7:00 pm	Monday thru Friday	Day Cleaning	_____
D. Suite 100	12:00 pm - 5:00 pm	Saturday and Sunday	Day Porter	_____
E. 9362 Studio Court	1:00 pm - 4:00pm	Monday thru Friday	Day Cleaning	_____
F. 10250 Iron Rock	3:00 pm - 8:00 pm	Monday thru Friday	Day Cleaning	_____
G. 10250 Modular	3:00 pm - 4:00 pm	Wednesday and Friday	Day Porter	_____
H. 10190 Iron Rock	5:30 pm - 8:00 pm	Monday thru Friday	Day Cleaning	_____
I. 9255 Disposal Lane	1:00 pm - 4:00 pm	Sunday thru Wednesday	Day Cleaning	_____
J. 9150 Union Parkway	7:30 pm - 9:30 pm	Monday thru Saturday	Day Cleaning	_____
K. 8230 Civic Center Dr	5:30 pm - 10:30 pm	Monday thru Saturday	Day Cleaning	_____
L. 8320 Civic Center Dr	Event Hall	Sunday thru Saturday	Event Cleaning	_____
L. 8320 Civic Center Dr	Kitchen and Pantry	Sunday thru Saturday	Event Cleaning	_____
M. 9701 Big Horn Blvd	7:00 pm / 8:00 pm	Sunday thru Saturday	Day Cleaning	_____
N. 9615 Rail Road St	Based on Event	Daily or Monthly TBD	Day Cleaning	_____

**All Mopping and vacuuming and cleaning of restrooms shall take place after 5:30 pm or close of business of the facility.**

## ATTACHMENT H: MAT SERVICE FREQUENCY AND LOCATION

Facility Location	Qty of Mats	Size	Type	Frequency of Service
8401 Laguna Palms Way - City Hall	4	4x6	Interior Entrance	Bimonthly
	14	4x6	Interior	Bimonthly
	2	3x5	Exterior Scraper	Replace as Needed
8400 Laguna Palms Way - Council Chambers & Police Department	3	3x4	Interior Entrance	Bimonthly
	4	4x6	Interior	Bimonthly
	3	3x5	Exterior Scraper	Replace as Needed
8380 Laguna Palms Way - Police Department	3	4x6	Interior Entrance	Bimonthly
	6	4x6	Interior	Bimonthly
	2	3x5	Exterior Scraper	Replace as Needed
9362 Studio Court - Police Department	4	3x4	Interior Entrance	Bimonthly
	10	4x6	Interior	Bimonthly
8230 Civic Center Drive - Community Center	12	3x4	Interior Entrance	Bimonthly
	4	3x5	Exterior Scraper	Replace as Needed
10190 Iron Rock Way - Fleet Facility	6	4x6	Interior Entrance	Bimonthly
	4	3x5	Exterior Scraper	Replace as Needed
10250 Iron Rock Way - Corporation Yard Including Modular	4	3x4	Interior Entrance	Bimonthly
	12	4x6	Interior	Bimonthly
9150 Union Parkway – Animal Shelter	12	3x4	Interior Entrance	Bimonthly
	5	3x5	Exterior Scraper	Replace as Needed

# ATTACHMENT I: BUILDING INSPECTION FORM

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ INSPECTOR \_\_\_\_\_

AREA	POOR	FAIR	EXCELLENT	NOTES	INITIAL
<b>COMMON AREAS:</b>					
ENTRY GLASS					
FURNITURE					
CARPET					
FLOORS					
SPOT CLEANED					
BASEBOARDS					
ELEVATORS					
LIGHT FIXTURES					
DRINKING FOUNTAINS					
DEBRIS FREE CORNERS					
<b>OFFICE AREAS:</b>					
TRASH-EMPTY					
VAC. PER SPECS					
DEBRIS FREE CORNERS					
BASEBOARDS					
SPOT CLEANED					
HORIZONTAL SURFACES					
LIGHT FIXTURES					
ARRANGE FURNITURE					
<b>RESTROOMS:</b>					
CLEAN-SANITIZED					
TOILETS					
LAVATORY					
MIRRORS					
TRASH-EMPTY/CLEAN					
PARTITIONS					
FLOORS-CLEAN					

DOORS					
LOCKERS/SHOWERS					
<b>BREAK ROOMS:</b>					
TABLES-CLEAN					
CHAIRS					
FLOORS-CLEAN					
SINKS-CLEAN					
CONTEPTOPS-CLEAN					
VERTICAL SURFACES					
BASEBOARDS					
<b>CUSTODIAL CLOSET:</b>					
CLEAN					
ORGANIZED					
MSDS					
EQUIPMENT-WORKING					
INVENTORY SUFFICIENT					

<b>COMMON AREAS:</b>					
MISCELLANEOUS					
SAFETY – COMPLIANCE					
OSHA – COMPLIANCE					
ENVIRONMENTAL METHODS-PROCEDURES					
COMMUNICATION LOG					
SUPPLIES					
EMPLOYEE UNIFORMS					

SPECIFIC NOTES AND INSTRUCTIONS:

**POOR:** AREAS NOT CLEANED, TRASH NOT EMPTIED, AREA IS NOT IN COMPLIANCE WITH CONTRACT-SEE SPECIFIC NOTES-CORRECT WITHIN 24 HOURS

**FAIR:** COMPLETED TASKS FALL BELOW ACCEPTABLE LEVELS AND PROBLEMS EXIST IN SOME OF ALL AREAS –SEE SPECIFIC NOTES – CORRECT WITHIN 24 HOURS

**EXCELLENT:** NO PROBLEM NOTED - FACILITY MEET STANDARDS OF CONTRACT