City of FRESNO

REQUEST FOR PROPOSALS

FOR

**REQUIREMENTS CONTRACT FOR**
**CUSTODIAL SERVICES AT PARCS FACILITIES**

PROPOSAL NUMBER: 9658
PROPOSAL SUBMISSION DEADLINE: August 23,2022 (Prior to 3:00 p.m.)
PROPOSAL CONTACT: Augustus Krider

**PURCHASING UNIT**
**Phone: (559) 621-8361 OR 621-1332**
**Fax: (559) 457-1455**

CITY OF FRESNO

PROPOSAL SPECIFICATIONS

REQUEST FOR PROPOSALS

# REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES

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# I – INTRODUCTION

- Notice Inviting Proposals
- Instructions to Proposers

## NOTICE INVITING PROPOSALS

Electronic proposals will be received at the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

## REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES

REQUEST FOR PROPOSALS NO. 9658

The City of Fresno is soliciting a proposal to provide custodial services at various City facilities. This RFP is to cover separate custodial staffing and supplies for twenty-eight (28) buildings, totaling approximately 145,000 interior square feet for various City Facilities. Monday through Sunday custodial services are required for day and evening shifts; weekend and holiday services are limited to day shift work only. This request is for a three (3) year contract with two (2) one (1) year extensions. This contract will be awarded to the company deemed to be the best value for the City of Fresno.

The RFP forms, Instructions to Proposers, copies of plans, and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: http://www.fresno.gov, *Doing Business* (at the top of the screen*), Bid Opportunities*.

**Proposals may be submitted electronically via Planet Bids only.**

**Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, August 23, 2022, at which time they will be publicly opened and recorded. Join the bid opening meeting at https://zoom.us/j/92047244398 or call (669) 900-9128, meeting ID 920 4724 4398.**

**All proposals must be made on the proposal forms provided by the** Purchasing Manager and must be accompanied by a deposit in the amount of **five hundred dollars ($500.00)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-1332 or Augustus.Krider@fresno.gov.

The City of Fresno reserves the right to reject any and all proposals.

## INSTRUCTIONS TO PROPOSERS
## REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES

## REQUEST FOR PROPOSALS NO. 9658

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Unit will be the official clock for documenting the time of filing.

2. No proposal will be considered for award unless the Proposer has complied with the following:

Proposers must submit a deposit in the amount of **Five Hundred Dollars ($500)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier’s check, which must be brought to the Purchasing Manager’s office prior to the bid opening and labeled accordingly with proposal number.

3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding $50,000, shall be subject to the approval of the City Council.

4. The City reserves the right to reject any and all proposals.

**Submittal of Proposal**

5. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.

6. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

8. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value

for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

**ACH Payment Initiative -Electronic Payment**

Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

**ADA**

Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require bidder to comply with these accessibility requirements if they are awarded a contract.

**Local Preference**

9. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

> Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.
>
> "Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

**Public Records**

10. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets

as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

## Selection Process and Evaluation Criteria

11. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

a. **Cost** as shown on the proposal form.

b. **Ability** to meet the stated service requirements.

c. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."

**All Proposers must have a minimum of 3 years commercial experience and/or Municipal custodial service of similar scope and size under current business name.**

d. **Conformance** to the terms and conditions of the RFP.

e. **Financial Stability** based on information provided in the Statement of Qualifications.

f. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

12. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

13. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

14. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

## Time to Award

15. The Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

## Contract Documents

16. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Unit 2600 Fresno St. Room 2156 – Fresno, CA 93721 within 15 calendar days (except in the event in the event federal funding is applicable to the Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to find the proposal non-responsive and move to award to the next proposer offering the next best value to the City.

## Questions, Clarifications and Concerns

17. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the designated Procurement Specialist of the Purchasing Unit (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist of the Purchasing Unit, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

## Contacts with City Staff

18. Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

## REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE

19. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, http://www.fresno.gov. Under Government, "City Clerk" - Fresno Municipal Code- Or view

the Fresno Municipal Code directly at
http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5

**Notification of Staff Determination**

20. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website www.fresno.gov, reference link "*Departments"* (at the top of screen), "*Finace," "Purchasing,"* and *"Anticipated Formal Bid Award."* It is the sole responsibility of interested Proposers to seek this information.

Proposers will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

**Debarment**

21. A Proposer may be debarred from bidding or proposing upon or being awarded any contract with the City or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

**OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING**

22. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

**All Proposers must have a minimum of 3 years commercial experience and/or Municipal custodial service of similar scope and size under current business name.**

# II - PROPOSAL AND CONTRACT DOCUMENTS

(Submit with Proposal)

Proposer's Name _____

## CHECK LIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER,** including company name, address, contact name, phone number and fax number.

2. **PROPOSAL DEPOSIT** in the form of:

   ☐ Certified Check
   ☐ Cashier's Check
   ☐ Certificate of Deposit
   ☐ Proposer's Bond
   ☐ Irrevocable Letter of Credit
   ☐ Annual Bidder's Bond

3. **COST PROPOSAL** (p.13-16)(complete attached form)

4. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

5. **PROPOSED CHEMICALS TO BE USED** pages 17-18

6. **CITY FORMS** (pp. 22-28) (complete/return attached forms)
   STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS
   CERTIFICATION FOR LOCAL PREFERENCE, if applicable
   NON-COLLUSION AFFIDAVIT
   ADDENDA AND PROPOSAL DEPOSIT

7. Signature page of all **ADDENDA** issued, Addendum No. _____ to ___.
   (Enter numbers, if applicable).
   ☐ Applicable ☐ Not Applicable

8. **AUDITED FINANCIAL STATEMENTS** for the last two available years, including balance sheet and income statement. If Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner and the joint venture thereof. If to be treated as “Confidential” provide in a separate envelope with the proposal.

9. **REFERENCES** (p. 21)

10. **PROPOSER QUESTIONNAIRE** (pp. 19-20) (complete attached form)

11. **SIGNATURE PAGES** (pp. 29-31)., including other document to authorize individual who signs proposal.

12. **ACH AUTHORIZATION AGREEMENT FORM** (p.28) Signature page of ACH payment.

(Submit with Proposal)

Proposer's Name _____

**COST PROPOSAL**
**REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES**

**REQUEST FOR PROPOSALS NO. 9658**

TERM OF CONTRACT: The Contract shall be in effect for three (3) years from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO THE PURCHASING MANAGER, CITY OF FRESNO

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the specifications annexed hereto and made a part thereof, the following services at the following rates:

(CONTINUED)
(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSAL NO. 9658

**SCHEDULE NO.1 – BID SHEET FOR ROUTINE CUSTODIAL SERVICES**

| # | Facility Name & Address | Sq. Ft | Requested time allowed for daily cleaning | Preferred Time of Day for cleaning | Monthly Charge (Labor) | Monthly Charge (Supplies) |
|---|---|---|---|---|---|---|
| 1. | Maxie L Parks Community Center 1802 W California Ave | 16500 | 4 hours | 7am – 1pm | $ | $ |
| 2. | Einstein Playground 3566 E Dakota Ave | 2500 | 2 hours | 7am – 8pm | $ | $ |
| 3. | RSC Offices 1707 W Jensen Ave | 1500 | 2 hours | 7am – 5pm | $ | $ |
| 4. | Planned Maintenance 665 Fulton | 3800 | 2 hours | 7am – 1pm | $ | $ |
| 5. | Len Ross Center 2134 N. Fine Ave | 4000 | 2 hours | 7am – 11am | $ | $ |
| 6. | Mosqueda Community Center 4670 E. Butler Ave | 16000 | 6 hours | 7am – 8pm | $ | $ |
| 7. | Frank H ball Community Center 760 Mayor St | 14300 | 4 hours | 7am – 1pm | $ | $ |
| 8. | Holmes Community Center 212 S First St | 7100 | 4 hours | 10am – 2pm | $ | $ |
| 9. | Lafayette Playground 1516 E Princeton Ave | 2800 | 2 hours | 7am – 8pm | $ | $ |
| 10. | Quigley Rec Center 808 w Dakota Ave | 2250 | 2 hours | 7am – 8pm | $ | $ |
| 11. | Romain Community Center 745 N 1st St | 12000 | 4 hours | 6am – 1pm | $ | $ |
| 12. | Ted C Wills Community Center 770 N San Pablo Ave | 41500 | 6 hours | 9am – 3pm | $ | $ |
| 13. | Mary Ella Brown Community Center 1350 E Annadale Ave | 8300 | 4 hours | 7am – noon | $ | $ |
| 14. | Pinedale Community Center 7170 N San Pablo Ave | 8400 | 3 hours | 7am – 8pm | $ | $ |
| 15. | Dickey Youth Development Center 1515 E Divisadero St | 11000 | 3 hours | 8pm – 6am | $ | $ |

(Continued)

(Submit with Proposal)

Proposer's Name _____

| # | Facility Name & Address | Sq. Ft | Requested time allowed for daily cleaning | Preferred Time of Day for cleaning | Monthly Charge (Labor) | Monthly Charge (Supplies) |
|---|---|---|---|---|---|---|
| 16. | Sunset Community Center 1345 W Eden Ave | 5400 | 2 hours | 7am – 11pm | $ | $ |
| 17. | Fink White Community 535 S Trinity St | 2400 | 2 hours | 7am – 8pm | $ | $ |
| 18. | Melody Park Playground 5935 E Shields Ave | 3400 | 2 hours | 7am – 8pm | $ | $ |
| 19. | El Dorado Recreation Center 1343 E Barstow Ave | 1500 | 1 hour | 7am – 8pm | $ | $ |
| 20. | Highway City Community Center 5140 N State St | 3100 | 2 hours | 7am – 8pm | $ | $ |
| 21. | Inspiration Community Center 5770 W Gettysburg | 6500 | 4 hours | 8am - noon | $ | $ |

SCHEDULE 1 MONTHLY TOTAL AMOUNT $_____

Schedule 1 Monthly Total Amount is _____

_____ dollars and_____cents.

(CONTINUED)
(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSAL NO. 9658

SCHEDULE NO. 2 - BID SHEET FOR PROJECTS WORK ORDER

| **Project** | **Unit Bid Price** |
|---|---|
| STRIP & REFINISH FLOORS | $_____ PER SQ. FOOT |
| MACHINE SCRUB & RE-COAT FLOORS | $_____ PER SQ. FOOT |
| MACHINE SCRUB RESTROOM FLOORS | $_____ PER SQ. FOOT |
| SEAL GROUTED SURFACES (TILE FLOORS & COUNTERS) | $_____ PER SQ. FOOT |
| SCRUB & SEAL CONCRETE FLOORS (STAIRS) | $_____ PER SQ. FOOT |
| CARPET CLEANING: SURFACE BRIGHTENING (BONNET) | $_____ PER SQ. FOOT |
| CARPET CLEANING: EXTRACTION METHOD | $_____ PER SQ. FOOT |
| WINDOW CLEANING | $_____PER HOUR |
| DEEP CLEANING OF FACILITY | $_____ PER HOUR |
| HIGH DUSTING | $_____ PER SQ. FOOT |
| POWER WASH SURFACES | $_____ PER HOUR |

(Continued)
(Submit with Proposal)

Proposer's Name _____

NOTE: The City will pay for these services if additional frequencies of tasks are in excess of frequencies listed in the "Task & Frequency" Section.

**SCHEDULE NO. 3 – BID SHEET FOR SUMMARY PROPOSAL COSTS AND EMERGENCY CALL RATES**

| **SUMMARY OF COSTS** | Total per month | Annually (x12) |
|---|---|---|
| Custodial Services All Locations (Total pp. 13 to 14) | $_____ | $_____ |
| Chemical & Cleaning Supplies (from pg. 17 to 18) | $_____ | $_____ |

TOTAL AMOUNT OF ANNUAL PROPOSAL $_____

The Total Amount of Proposal is _____

_____ dollars and_____cents.

The above amount shall include any and all applicable taxes.

**EMERGENCY RATES: (Not included in the Base Bid Amount)**

| **UNIT** | **DESCRIPTION** | **HOURLY RATE** |
|---|---|---|
| HOURLY Custodian | Emergency Call Service, Sun. – Mon., 24-Hrs, per Emergency Call Service Pg. 55 | $_____ / per |

The City reserves the right to reject any and all proposals.

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

**PROPOSED CHEMICALS, REST ROOM SUPPLIES, AND EQUIPMENT**

The Contractor shall list below all brands of chemicals, rest room supplies and equipment which they intend to use in the performance of the work.

**Alternate brands shall meet or exceed all requirements of brands listed within the Specifications.**

The Contractor shall submit technical specifications with the proposal for any proposed alternate brands to be used. The technical specifications shall be those furnished by the manufacturers of the proposed alternate brands, and shall document that the proposed alternate brands comply with the requirements included in the Specifications to the satisfaction of the City.

| CHEMICAL DESRIPTION | INDICATE MANUFACTURER MODEL OR PRODUCT TO BE USED |
|---|---|
| Acid- Type Bowl Cleaner | _____ |
| Carpet Shampoo – Extraction Method | _____ |
| Carpet Shampoo – Bonnet Method | _____ |
| Carpet Stain Remover | _____ |
| Solvent Type Carpet Stain Remover | _____ |
| Cream Cleanser | _____ |
| Degreaser | _____ |
| Floor Finish | _____ |
| Floor Finish Remover (Stripper) | _____ |
| Resilient Tile Seal | _____ |
| Spray Buff Solution | _____ |
| Concrete Seal | _____ |
| Germicidal Disinfectant | _____ |
| Glass Cleaner | _____ |
| Graffiti Remover | _____ |
| Neutral Detergent | _____ |
| Stain Removal | _____ |

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSAL NO. 9658

**PROPOSED CHEMICALS, REST ROOM SUPPLIES, AND EQUIPMENT - continued**

| REST ROOM SUPPLIES DESRIPTION | MANUFACTURER MODEL OR PRODUCT |
|---|---|
| Multi-Fold Hand Towels | |
| Toilet Tissue | |
| Half-Fold Toilet Seat Covers | |
| Hand Soap – Lotion | |
| Hand Soap – Powdered | |
| Ash Um Sand | |
| Scented urinal Screens | |

**Equipment**

| | |
|---|---|
| Carpet Extraction System, Self – Contained | |
| Carpet Vacuum – Medium Width | |
| Custodial Cart – Folding Type | |
| Floor Machine – High Speed | |
| Floor Machine – Regular Speed | |
| Pile Brush and Vacuum | |
| Wet/Dry Tank Vacuum | |
| Back-Pack Vacuum | |

(Submit with Proposal)

Proposer's Name:_____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

**PROPOSER QUALIFICATION QUESTIONNAIRE**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):
_____
_____
_____
_____

   b. Address: _____

   Is your firm operating as a franchisee? Yes_____ or No _____

   If yes, list the franchiser, and number of years your business has been franchised:
_____
_____

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.
_____
_____
_____
_____

3. All Proposers must have a minimum of 3 years commercial experience and/or Municipal custodial service under current business name of similar scope and size.

   How many years has your business been under your present name? _____

   How many years under former names? (List name and number of years)
_____
_____
_____
_____

4. How many years has your business been providing services? _____

(Submit with Proposal)

Proposer's Name_____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

**PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)**

5. What other types of services does your business provide?_____
_____
_____
_____
_____

6. Describe your firm's communications system and how communications will be implemented between the City and your firm's local office for transmitting correspondence, reports, requests, etc. (email, cell phone, fax, etc.)
_____
_____
_____

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes_____ or No _____

   If so, list the date, client, and reason for termination below:
_____
_____
_____
_____

8. Provide organizational chart of firm's key personnel and proposed staffing. Organization chart attached? Yes _____ or No ____

9. Does the proposer currently possess sufficient inventory to meet the requirements for this contract? Yes _____ or No ____

   If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:
_____
_____
_____
_____

10. Describe your firm's vacation policy and holidays, if provided by your firm:
_____
_____
_____
_____
_____

11. Provide your firm's employee training program. Document attached (y/n)? _____

(Submit with Proposal)

Proposer's Name_____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

**REFERENCES**

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY_____

   ADDRESS: _____

   CONTACT PERSON: _____EMAIL

   PHONE NUMBER: _____ FAX NUMBER: _____

   LENGTH OF CONTRACT: _____YEARS

   TYPE OF CUSTODIAL SERVICES/TASKS PROVIDED:

   _____

   _____

2. AGENCY/COMPANY_____

   ADDRESS: _____

   CONTACT PERSON: _____EMAIL

   PHONE NUMBER: _____ FAX NUMBER: _____

   LENGTH OF CONTRACT: _____YEARS

   TYPE OF CUSTODIAL SERVICES/TASKS PROVIDED:

   _____

   _____

3. AGENCY/COMPANY_____

   ADDRESS: _____

   CONTACT PERSON: _____EMAIL

   PHONE NUMBER: _____ FAX NUMBER: _____

   LENGTH OF CONTRACT: _____YEARS

   TYPE OF CUSTODIAL SERVICES/TASKS PROVIDED:

   _____

   _____

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSAL NO. 9658

**ADDITIONAL INFORMATION TO BE PROVIDED BY PROPOSER**

**NONE**

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSAL NO. 9658

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

**If "DO NOT ACCEPT" is checked, please list exceptions:**

_____
_____
_____
_____
_____
_____

_____
Signature of Authorized Person

_____
Type or Print Name of Authorized Person

(Submit with Proposal, if applicable)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES
REQUEST FOR PROPOSALS NO. 9658

## CERTIFICATION FOR LOCAL PREFERENCE

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109.

**Location of Business:**
(Please provide street address, no PO Box)

Primary Office ☐
Branch Office ☐
(Please mark as applicable)

Address: _____

_____

Phone: _____

The undersigned Proposer hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Statement is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Certification.**

**Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

## NON-COLLUSION AFFIDAVIT

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

**The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.**

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

## ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

## TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

## PROPOSAL DEPOSIT

Accompanying this proposal is a Proposal Deposit in the amount of **Five Hundred Dollars ($500.00)** in form of:

☐ Certified Check ☐ Bidder's Bond

☐ Cashier's Check ☐ Irrevocable Letter of Credit

☐ Certificate of Deposit ☐ Annual Bidder's Bond

Proposal Deposit is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

## BUSINESS LOCATION

☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.

☐ The undersigned Proposer maintains a place of business in the City of Fresno

at: _____, Fresno, CA

## BUSINESS LICENSE

☐ The undersigned Proposer has a current City of Fresno Business License and the number is

If the successful bidder does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

(Submit with Proposal)

Initial:_____

**CITY OF FRESNO**

**FINANCE DEPARTMENT**
**ACCOUNTS PAYABLE SECTION**

## AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____ Contact Email Address _____
(Required)

Contact Name_____ Telephone Number _____

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name _____ Branch _____

City _____ State _____ Zip Code _____

Routing Number_____ Account Number _____

○ ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s)
_____
(Please print)

Signature_____ Date _____

Title _____

(Submit with Proposal)

Proposer's Name _____

REQUIREMENTS CONTRACT FOR CUSTODIAL SERVICES AT PARCS FACILITIES
REQUEST FOR PROPOSALS NO. 9658

## SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:
(Please follow the instructions for each line, as explained below.)

(1) _____ ( ) _____ ( ) _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

_____
City State Zip Code

(4) By: _____
Signature of Authorized Person

_____
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

## INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

| NAME | ADDRESS |
|---|---|
| | |
| | |
| | |
| | |

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

## SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed
Name
this Bid Proposal on behalf of the corporation, was then
Title
of said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly signed for and on behalf of said corporation by authority of its governing body, as evidenced by the attached true and correct copy of the _____
Name of Corporate Document

By: _____

Name: _____

Title: Secretary

Date: _____

**SAMPLE**

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Consultant), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", “Federal Conditions”, “Functional Specifications” and “Technical Requirements” for the following: Custodial Services at Police Facilities for Proposal No. 9519, copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN $ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS ($[Dollar amount; e.g. $5,000]), as set forth in the Proposal, Consultant promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Consultant's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Consultant agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including but not limited to California Civil Code section 2782, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Consultant's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: _____
[Name]
[Title]

Dated: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
[Attorney Name] Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

[CONSULTANT NAME],
[Legal Identity]

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:

_____

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

CONSULTANT:
[Consultant Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

B-Serv Contract Consult 02-08-18

# III - GENERAL CONDITIONS

## III. GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

(a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.

(b) "City Manager" shall mean the City Manager of the City of Fresno.

(c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.

(d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.

(e) "Council" and "City Council" shall each mean the Council of the City of Fresno.

(f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.

(g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.

(h) "Specifications" shall mean the Contract Documents.

2. DELIVERY OF SERVICES: If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2600 Fresno Street,, Fresno, California 93721, in a form acceptable to the City of Fresno within fifteen (15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **100% of total bid.** If applicable, this bond is to be renewed annually.

## PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY PREMISES

7. INSURANCE REQUIREMENTS

a. Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. The

required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

b. If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

c. The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

## MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

(i) $1,000,000 per occurrence for bodily injury and property damage;
(ii) $1,000,000 per occurrence for personal and advertising injury;
(iii) $2,000,000 aggregate for products and completed operations; and,
(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

(i) $1,000,000 each accident for bodily injury;
(ii) $1,000,000 disease each employee; and,
(iii) $1,000,000 disease policy limit.

4. **CONTRACTORS' POLLUTION LEGAL LIABILITY** with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

(i) $1,000,000 per occurrence or claim; and,
(ii) $2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by CONTRACTOR pursuant to the Agreement.

**UMBRELLA OR EXCESS INSURANCE:** In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS:** CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

(i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or

(ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

## OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Commercial Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General and Contractors Pollution policies are required to include primary and non-contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

(vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

(vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

(viii) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

**PROVIDING OF DOCUMENTS** - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

**CLAIMS-MADE POLICIES -** If any coverage required is written on a claims-made coverage form:

(i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

(iv) A copy of the claims reporting requirements must be submitted to CITY for review.

(v) These requirements shall survive expiration or termination of the Agreement.

**SUBCONTRACTORS** - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the

CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

8. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents, or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2)Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents, or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

# IV. SPECIAL CONDITIONS

## IV. SPECIAL CONDITIONS

1. TERM OF CONTRACT: This Contract shall be in effect for an initial term of three (3) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for up to two (2) additional one (1) year terms with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterruptedly, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, on a month to month basis not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

**All Proposers must have a minimum of 3 years commercial experience and/or Municipal custodial service of similar scope and size under current business name.**

2. PRICING CONDITIONS: For the first thirty-six (36) months of the Contract, pricing will be fixed at the proposal pricing. Sixty days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year to the Purchasing Manager of the City of Fresno. Contractor must provide adequate documentation to substantiate any request for price increase. Any increases in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager:

a) The percent change for the initial twelve-month period for the U.S. Bureau of Labor Statistics Consumer Price Index (United States City Average for all Urban Consumers) for labor.

b) The percent change for the following producer's price index, as published by the Bureau of Labor Statistics Producer Price Index: Sanitary Paper Products (Product Code 322291) for supplies.

In the event that the index drops, the Contractor shall pass on to the City an equivalent reduction in pricing. The basis of the index shall be the date the proposals were opened.

3. PAYMENT: The Proposer shall invoice the City of Fresno monthly in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

**ATTENTION: ACCOUNTS PAYABLE**
**City of Fresno PARCS Department**
**1515 E. Divisadero**
**Fresno, CA 93721**

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

The monthly invoice shall be itemized to include staff, building name, monthly chemicals and cleaning supplies, monthly expendable restroom/break room supplies, and non-specific tasks.

4. COMPENSATION ESCALATION DUE TO CHANGES IN MINIMUM WAGE: In the event Contractor is required by the Federal Government to increase the minimum wage, then the minimum wage and salary rates paid to the Contractor employees shall be subject to negotiation between Contractor and the City of Fresno. Any wage rate increase will only apply to those custodial employees that are currently at the minimum wage rate. In the event that negotiated changes in wages and salaries cannot be agreed upon by the City of Fresno and Contractor, then the Contract may be terminated by City in accordance with the General Conditions of this Contract.

If Contractor and the City of Fresno agree to a negotiated change in wages, Contractor shall increase the minimum hourly wages paid to its employees performing services for only those positions that are affected.

5. BUSINESS OFFICE: The City of Fresno will provide, at no expense to Contractor, custodial storage areas and/or custodial closets at the Police facilities included in this specification, to be used exclusively in the performance of the Services defined in this Contract.

The Contractor shall keep such areas clean and orderly at all times.

6. CHANGE ORDERS TO CONTRACT DOCUMENTS: The City of Fresno may, from time to time, without invalidating the Contract, modify the Contract; by adding, deleting or changing sections of the Contract; by adding deleting or changing usage or space; by adding, deleting or changing Routine Work or Projects; by adding deleting or changing Special Conditions; or by adding, deleting or changing Specifications. All such changes shall be ordered by means of a Written Change Order. Any changes in the compensation to Contractor resulting from such Change Orders shall be agreed upon by the City of Fresno and the Contractor. Additionally, the parties may modify the Contract by written amendment.

7. NOTICE TO PROCEED: Contractor shall not commence any work nor shall enter the Premises until receiving a written Notice to Proceed.

8. AREA ASSIGNMENTS: Each employee shall be in its assigned area or station, properly equipped, uniformed, and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift, exclusive of scheduled breaks.

9. CONTRACT ADMINISTRATOR: The City of Fresno designates the Chief of Police as the Contract Administrator, who shall act on behalf of the City with respect to all aspects of this Contract. The City shall promptly notify Contractor in writing if the Contract Administrator is changed.

The Contract Administrator and the designated representative shall have complete authority to require the Contractor to comply with all provisions of this Contract. Contractor shall strictly and promptly follow the instructions of the Contract Administrator. The Contract Administrator's decision upon all questions claims and disputes will be final and conclusive upon the parties of

the Contract. The Contract Administrator shall exercise any discretionary authority in a reasonable manner.

Contractor shall provide the Contract Administrator free and easy access to inspect and measure the manner and progress of the Services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of the Services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the Services or employees of the Contractor, but to assure that all Services meet the requirements of the Contract.

The Contract Administrator shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies and all other materials and methods and procedures used in the performance of the Services with regard to the requirements included herein. The Contract Administrator shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract on the part of Contractor.

The Contract Administrator will determine the amount and quality of the several kinds of Services performed and materials furnished which are to be paid for under this Contract.

The Contract Administrator shall have the authority to require Contractor to make temporary changes in the assignment of routine work, tasks and task frequencies. Such temporary changes shall not affect the amount of payment to Contractor

10. CONTRACT COORDINATOR: The Contract Administrator shall designate the Administrative Manager of the Police Department, Fiscal Affairs as the contract Coordinator to monitor and inspect the performance and progress of the Services provided under this Contract.

Any failure of Contractor to comply with the provisions of the Contract may be called to the attention of the Contract Administrator by the Contract Coordinator.

The Contract Coordinator shall have the authority to suspend the performance of the Services and compensation to Contractor until the Contract Administrator can decide any questions at issue.

The Coordinator shall perform frequent inspections of each work assignment. The emphasis during these inspections should concentrate on the existence of those factors which significantly affect the probability of the custodial assignment being performed as specified.

The Coordinator shall coordinate the activities of Contractor and the occupants to minimize any interference or delay to either party. The Coordinator shall submit suggestions regarding revisions of the specifications to the Contract Administrator. The Coordinator shall receive and respond to requests, complaints, and suggestions concerning the performance of the work directed under the Contract.

The Contract Coordinator shall in no instance have the authority to act as foreman, or supervisor for Contractor, and shall not interfere with the Contractor in the supervision or direction of Contractor's employees.

Any advice provided to Contractor by the Contract Coordinator shall in no way be construed as binding upon the City of Fresno, or release the Contractor from fulfilling the provisions of the Contract.

11. PERFORMANCE OF THE SERVICES: Contractor shall be responsible for the complete and timely performance of all the Services under this Contract and for all manner and type of tools, chemicals, equipment, supplies and materials of every description required to successfully perform all Services under this Contract.

12. NON-PERFORMANCE OF SERVICES: Services shall be considered not to have been performed when, in the judgment of the Contract Administrator or designee, any one or more of the following conditions exist:

a. The Services in an area were not performed in strict accordance with the Special Conditions and/or Performance Standards.

b. The Services were not performed within the specified shift.

c. The employee performing the Services had not received the specified training.

d. The Services were not performed in accordance with specified frequency.

e. The Services were not performed within the time period specified.

f. The Service as requested by written work order was not completed in its entirety.

13. NON-PERFORMANCE OF SERVICES/DEDUCTIONS: In the event of nonperformance of Services by the Contractor, the Contract Administrator or designee shall have the right to exercise one of the following options:

a. The City of Fresno shall correct the item of nonperformance by using another service provider, or by any means it deems necessary and reasonable. Direct cost incurred by the City for the correction of the item of nonperformance, including a reasonable amount for the cost of City employees involved in such correction, shall be deducted from payments made to Contractor.

b. The City of Fresno shall allow the nonperformance to remain uncorrected and shall make a deduction from payments to Contractor in accordance with the following paragraphs in this section.

For each instance of nonperformance of services as defined in Section 12 of the Special Conditions, Contractor will be assessed a penalty of $100 per day (in addition to any other applicable deductions for non-performance contained in this Contract), to be deducted from any payments to Contractor, as long as the nonperformance continues to exist.

14. LABOR ACTIVITY: Contractor shall be responsible for its own labor relations with any trade or union representative about its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever Contractor has knowledge that any actual or potential labor dispute is

delaying or threatens to delay the timely performance of the Services, Contractor shall immediately give written notice thereof to the City of Fresno Management employees.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Contractor which results in the curtailment or discontinuation of the Services provided hereunder, the City of Fresno shall have the right during said period to employ any means legally permissible to have the Services provided including, without limitation, providing the service itself or contracting with another provider of custodial services and deducting the difference in cost from any future payments to Contractor.

In the event of a work stoppage by employees of the City or any of the City of Fresno's other contractors affecting the site, Contractor shall furnish the Services required to keep the site in a secure condition acceptable to the City. In the event of danger to the employees of Contractor, such Services shall be performed by Contractor's management and supervisory employees in cooperation with the City of Fresno.

15. TURNOVER: Employee wages and benefits are to be determined by Contractor. Since it is in the best interests of both Contractor and the City of Fresno to have a stable work force, Contractor is encouraged to provide sufficient compensation to maintain a minimum of absence and turnover. Contract Administrator or designee may require Contractor to provide periodic absence/turnover reports for employees performing work under this Contract.

16. SUBCONTRACTORS: No portion of the work to be performed under this Contract may be subcontracted.

17. MINIMUM FREQUENCY SCHEDULES: The minimum tasks and frequencies are schedules listed under the "Tasks and Frequency Type, pg. 67." At times, additional maintenance frequencies may be required due to extensive use. If additional frequencies are required to maintain the facilities in an acceptable condition, it shall be at no cost to the City.

If extensive use requires that the Contractor increase frequency schedules for an extended period of time (three months or longer) the Contractor may submit to the City a request for a change order. The issuance of a change order shall be at the sole discretion of the Contract Coordinator.

18. DATA/RECORDS TO BE FURNISHED BY THE CONTRACTOR: Contractor shall furnish within 10 working days to the Contract Coordinator, upon request, such information required to evaluate the progress and manner of the work performed, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site, cleaning and restroom/break room supplies usage reports, and other pertinent data.

Contractor shall make available at the site of the Services to the Contract Coordinator or to designee, all payroll records, training records, invoices for materials, books of account and other relevant records pertinent to this Contract for the purpose of inspection and audit of such records, upon request of the Contract Administrator or designee.

19. ORGANIZATIONAL CHART: Contractor shall prepare, keep on file, and furnish a copy to the Contract Administrator or designee, an organization chart. Organization charts shall be

updated whenever a change is made and shall show assigned work areas of each employee, by name, by position and by scheduled hours of work.

20. OTHER CONTRACTS: The City of Fresno shall have the right to award other contracts for additional services not covered by this Contract, and Contractor shall fully cooperate with such other contractors and shall fit its own schedule to that provided under other contracts. Contractor shall have no claim against the City of Fresno for additional payment due to delays or other conditions created by the operation of other contractors. The Contract Administrator or designee will decide the priorities of service in order to secure the completion of the Services if a dispute between contractors exists.

21. PARKING: Contractor's employees will **not** be provided parking space by the City of Fresno during normal City working hours. Rather, the Contractor's employees will be responsible for finding their own parking spaces, in compliance with the City's parking regulations.

22. CONTRACTOR'S ACCESS: Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations shall be designated by the Contract Coordinator. Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above.

Contractor shall ensure that under no circumstances shall any of the employees of Contractor enter or move upon any area not authorized by the Contract Administrator or designee for access by Contractor.

23. DELIVERY OF SUPPLIES: Contractor shall schedule its own supply deliveries and the supply deliveries of its vendors during times that cause minimum disruption and inconvenience to the City of Fresno's operations. The Contract Coordinator shall have the unilateral right to define certain times during each twenty-four hour period when deliveries will be prohibited.

24. ENERGY CONSERVATION: Contractor shall comply with all energy conservation practices of the City of Fresno, including but not limited to turning on and off lights in the most energy efficient manner.

25. EMPLOYEE FOOD SERVICE: Contractor shall not be allowed to bring on to the City of Fresno's property any food or beverage catering vehicles, vending machines, or other serving facilities without prior written authorization from the Contract Administrator or designee.

26. EQUIPMENT - PURCHASE UPON TERMINATION: In the event the City of Fresno does not exercise its option to extend the Contract beyond its initial term or any subsequent term the City may, at its option, purchase Contractor's specified and approved equipment used in the performance of the Services according to a three year straight line depreciation schedule and may, at its option, purchase from Contractor all materials and supplies on hand and on order.

27. HOLIDAYS: Contractor will observe the same Holiday Schedule used by the City of Fresno as follows:

January 1, New Year's Day
The fourth Thursday in November, Thanksgiving Day

December 25, Christmas Day

Contractor must provide staffing and follow the day shift weekend schedule of custodial services on **all** holidays observed by City employees, regardless of the day of the week that the holiday is observed for the locations listed below:

| Building(s) | Holidays Requiring Coverage |
|---|---|
| All PARCS locations as listed | All |

Contractor may elect to pay holiday pay to their employees regularly assigned to perform work under this Contract; the cost shall be included under the provisions of **BID SCHEDULE NO. 1A** Contractor may elect to pay workers assigned to work on a Holiday at their regular rate, plus Holiday pay (equivalent to double-time). Since Contractor's cost of providing paid holidays is part of their proposal cost in **BID SCHEDULE NO. 1A**, the actual total monthly work wages and salaries paid to Contractor's employees shall not increase Contractor's monthly invoice**.**

28. KEY CONTROL: Contractor shall maintain security and confidentiality of the keys, key cards, and other entry devices and codes provided by the City of Fresno. Contractor shall maintain a record of the key numbers issued to its employees.

Contractor shall not duplicate and shall not allow such items to be duplicated or removed from the work site. Any such item which becomes lost, missing or stolen shall be immediately reported to the Contract Coordinator by the Contractor. Should Contractor lose or have stolen any keys issued to Contractor by the City of Fresno, the cost of changing the locks or keys to the building, rooms, or areas accessible by the lost or stolen keys will be deducted from Contractor's monthly invoice.

29. GRAFFITI REMOVAL: Contractor is responsible for performing graffiti removal services on **interior** surfaces up to an allowance of 20-hours per month. Contractor may invoice the City for graffiti removal services which exceed the monthly allowance at the **"Emergency Call"** rates stated on the cost proposal form. The Contractor must obtain the Contract Coordinator's prior approval when performing this service beyond the 20-hour allowance. If Contractor is billing for this service, Contractor shall provide a separate line item on the invoice indicating the location, hours, and date service was performed.

30. NEEDED REPAIRS: Contractor shall promptly notify the Contract Coordinator, or the designated representative in a written format acceptable to the Contract Administrator or designee, of needed repairs and/or damage to fixtures or the facility observed during the performance of the Services. Any item of a critical, priority, or emergency nature will be verbally reported immediately upon discovery with written notification to follow prior to the end of the work shift. The Contract Coordinator may, at their discretion, accept a verbal notification of a needed repair.

a. EMERGENCY REPAIRS needed after normal business hours of 0800-1700, M-F, shall be immediately reported to the PARCS Department office at 621-2900.

31. PERMITS, LICENSES AND FEES: Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution to the Services. All costs thereof shall be deemed to be included in the prices proposed for the Services.

32. PROJECT WORK ORDER: Contractor shall perform Services as directed in written orders issued by the Contract Coordinator and in accordance **with BID SCHEDULE NO. 2**. Contractor or the Contract Coordinator shall prepare Project Work Orders based upon actual inspection of the buildings. Project Work Orders prepared by Contractor shall be submitted to the Contract Coordinator prior to any work being performed by Contractor. Contract Coordinator shall have the unilateral right to reject, delay, modify, or approve such Project Work Orders.

33. RECYCLING PROGRAM: Contractor is required to perform tasks in support of the City's recycling program at the facilities maintained under this Contract, including but not limited to the pick-up and transport of paper, cardboard, plastics and other recyclables to a primary on-site collection point. Said work shall be performed as Routine Work at no additional cost to the City.

34. RELIEF FOR ABSENTEEISM AND VACATION: Contractor shall provide relief personnel for Contractor employee positions as necessary and work overtime as necessary at no cost to the City of Fresno to ensure that the routine work and Projects are performed as required.

If the Contract Supervisor is absent, Contractor shall provide a competent replacement that has the authority to carry out the terms and provisions of the Contract.

35. SCAVENGING: Contractor shall develop, implement and maintain adequate procedures and checks in order to ensure that no employee of the Contractor scavenges (i.e., collection and removal of aluminum cans, paper, etc.).

36. TECHNICAL LITERATURE: - **Non Applicable**

37. SECURITY AND IDENTIFICATION:

a. Contractor must conduct pre-employment background checks on each of its employees assigned to work under this Contract prior to any employee being assigned to work at any PARCS Department facility. Contractor shall be responsible for the cost of the pre-employment background check.

b. At a minimum, the Contractor's pre-employment background check for each employee must include:

- Prior employment reference checks;
- Driving records checks for all employees operating vehicles in the performance of the work under this Contract.

c. All custodians must pass a Live Scan for State (DOJ) and Federal (FBI) level criminal history record checks prior to beginning work.

h. Contractor's employees admitted to the City of Fresno's property must conduct themselves in an orderly and safe manner. Fighting or engaging in horseplay, being under the influence of alcohol or drugs or bringing alcohol or drugs onto the City's property, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on City property, and any immoral or otherwise undesirable conduct will not be permitted.

i. Firearms, weapons, knives and/or explosives may not be brought onto City property.

j. The operation of the Contractor's vehicles or private vehicles by Contractor's employees on the City's property shall conform to posted regulations and safe driving practices.

k. Aisles, passageways, alleyways, driveways, entrances or exits and access to fire protection equipment must be kept unobstructed at all times.

l. Smoking in the City of Fresno's buildings is not permitted. The City's restrictions with respect to smoking must be strictly obeyed.

m. Contractor shall maintain clearance space around all electrical and mechanical panels and equipment as required by applicable City codes.

p. Contractor shall establish and maintain a comprehensive drug screening and monitoring program for all assigned employees. This program must include, at minimum:

(1) A program of continuous observation and verification whenever employee substance abuse is suspected. This program should be consistent with all aspects of the City of Fresno's Policy on Drug and Substance Abuse (Administrative Order 2-25 of September 1, 2000), including specific guidelines on:

- The need for drug and alcohol testing;
- The circumstances under which testing may be required;
- The procedure for confirming an initial positive drug test result;
- The consequences of refusing to undergo a drug and alcohol test;
- Drug testing procedures and interpretive guidelines for positive/negative results (by substance);
- Contractor employee training as part of a Drug Free Awareness Program;
- Supervisory training in identification of drug and alcohol abuse which constitutes reasonable cause for drug testing;

The availability of employee counseling for drug or alcohol abuse. This program will include mandatory pre-employment drug testing, as well as system of continuous observation and verification whenever employee substance abuse is suspected.

38. <u>SERVICE WORKERS</u>

a. Contractor shall provide an adequate number of trained, qualified Service Workers, categorized as either Custodians or Senior Custodians, who are capable of performing the Services in accordance with the Contract Documents. As a minimum, the Contractor shall

provide the number of productive hours, exclusive of meal breaks and formal training activities, for Service Workers**.**

b. To assure personal safety and safeguard City property, all Service Workers used in the performance of work under this Contract shall be capable of both reading and communicating verbally in the English language, unless otherwise approved in writing by the Contract Coordinator, on a case-by-case basis.

c.. It is understood and agreed by the City of Fresno and Contractor that the Contractor is retained as an independent contractor and in no event shall any employee hired by Contractor be or be considered an employee of the City of Fresno while performing services under this Contract.

39. SHIFT REPORT: At the beginning of each work shift, the Contract Supervisor shall report any area assignments which are not filled, to the Contract Coordinator.

Contractor shall prepare, keep on file and furnish a copy to the Contract Coordinator, a bi-weekly shift report which includes the following information:

a. A list of the names of all personnel present for work, showing the name of each person for each Area Assignment and the number of hours worked by each person in each such Assignment, as certified by Contractor's time records.

b. A list of Projects completed the past day, ready for inspection by the Contract Coordinator.

c. A list of any incidents of significance involving the Contractors' employees in the performance of the Services.

40. SOLICITING: Contractor's employees used in the performance of this Contract shall not provide and shall not solicit any Services in the facilities or on the properties of the City of Fresno other than that which is defined in this Contract. Contractor shall establish, implement and maintain procedures and controls adequate to prevent its employees used in the performance of this Contract, from providing any services other than that which is defined in this Contract or soliciting or accepting any gratuities in the facilities of the City of Fresno.

41. STORAGE FACILITIES: Contractor shall store its supplies, materials and equipment in storage areas and closets designated by the Contract Coordinator. Contractor shall keep such areas clean and orderly at all times.

42. SUPERVISION: Contractor shall provide a full-time on-site Contract Supervisor, acceptable to the Contract Coordinator, exclusively for this Contract. The Contract Supervisor shall be properly trained and qualified and shall have full authority to act for Contractor at all times to carry out the provisions of this Contract.

The Contract Supervisor shall make daily weekday site visits to properly supervise Contractor's employees, and at the request of the Contract Coordinator or Contract Administrator. The Contract Supervisor's cumulative time spent on-site shall not be less than eight (8) hours per day.

The Contract Supervisor is responsible for providing direct supervision of Contractor's employees only.

The Contract Supervisor, to the satisfaction of the Contract Administrator or designee, shall be capable of verbal and written communication in the English language and shall be able to adequately communicate with Contractor's custodial workers and City representatives.

The Contract Administrator or designee may require the Contractor to remove any Contract Supervisor if it is determined the individual is not performing the Services in accordance with the terms and conditions of the Contract. The Contract Supervisor shall perform a written inspection of at least one Assignment Area each shift. The Supervisor shall use Assignment drawings and the Tool and Equipment Checklist, located on the back of the Assignment cover sheet, for each Assignment to record discrepancies. The Contract Supervisor shall ensure that the Contract Coordinator or their designated representative is provided a copy of all such inspections prior to the end of the work shift during which the inspection was conducted.

The Contract Supervisor, or their designate, shall be on-call at all times for emergencies and must be able to report within two (2) hours or less to any of the locations covered by this Contract.

The Contract Supervisor shall be available to the Contract Coordinator to discuss performance of the Services or other provisions of this Contract.

The Contract Supervisor shall be adequately trained in the compliance of all applicable OSHA, EPA, and other Federal, State and Local laws and regulations regarding materials that may be encountered in the performance of the Services.

43. TELEPHONE SERVICE

a. Contractor shall maintain landline telephone or cell phone service, including voicemail, to receive calls from the Contract Coordinator.

b. Should the Contract Supervisor be away from the site or otherwise not able to respond to telephone calls, another authorized person shall be designated to act for Contractor.

44. TIME OF THE ESSENCE

a. For all requests made by the City of Fresno pursuant to this Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservation by the City of Fresno, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements of timely performance of any obligation remaining to be performed.

b. If Contractor fails to perform the Services in a timely manner, or if in the judgment of the Contract Coordinator, the Contractor's methods are not adequate to assure completion of the Services per the allotted schedule, the Contract Coordinator may direct Contractor at no additional cost to the City of Fresno to revise its work schedules to ensure completion of the Services.

c. If Contractor is prevented from complying with stated time limits or time intervals by causes beyond its control, then the time limit or interval shall be extended for such reasonable time as the City of Fresno may decide, provided Contractor has notified Contract Coordinator immediately upon discovery of cause for delay. Contractor's request for such extension shall be made within five (5) calendar days from the beginning of causes therefore. In case of a continuing cause of delay, only one claim is necessary.

45. TRAINING:

a. Contractor shall provide each employee used in the performance of the Services with adequate training to competently perform the Services specified within this RFP.

b. Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, the type and date of training received, as well as the training instructor. Contractor shall present such records for inspection upon request by the Contract Coordinator. The Contract Coordinator may, from time to time, monitor Contractor's training activities.

c. As a minimum, Contractor shall provide each employee performing the Services with instruction in the following subject areas prior to beginning work in any of the facilities under this Contract, and again during each six-month period during the employee's tenure:

(1) Orientation to Custodial Operations
(2) Cleaning Chemicals - proper use and dilution
(3) Tools & Equipment - proper use and care
(4) Rest Room Cleaning & Disinfection
(5) Office & Related Area Cleaning
(6) Common & Public Use Area Cleaning
(7) Common Cleaning Mistakes
(8) Quality Assurance & Inspection Techniques (for the Contract Supervisor and Senior Custodians only)
(9) Building Security procedures - access, lockdown, alarm systems

d. The City of Fresno shall have the option of making training materials available for the use of the Contractor for these minimum requirements. The training materials shall remain the sole and exclusive property of the City of Fresno and shall not be removed from the site. Provision of any training materials by the City in no way relieves Contractor from any responsibility for training its employees in the proper methods and use of tools, chemicals, equipment and supplies or any other skills or knowledge needed by the employees of Contractor in order to comply with the specifications contained herein.

e. If the City of Fresno elects to provide Contractor with training materials, then the City shall provide any equipment necessary to present the training materials.

f. If the City of Fresno elects not to provide Contractor with training materials, then Contractor shall be responsible for providing any equipment necessary to present the training materials.

g. The time that each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the Services.

47. UNIFORMS

a. Contractor shall ensure that all of its employees are clean, neat, and appropriately attired with uniforms and work shoes at all times during the performance of the Services.

b. Contractor shall provide each employee performing the Services under this Contract with a freshly laundered uniform each shift. The uniform shall consist of a shirt or smock with an attached identification badge, and trousers or skirt.

c. Contractor shall supply, launder and maintain employee uniforms at no cost to the employee. The uniforms must meet the approval of the Contract Administrator or designee.

48. WAIVER OF BREACH: The waiver by the City of Fresno of a breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

49. WASTE REMOVAL: All trash collected by the Contractor's employees during the performance of the Services must be removed to areas designated by the Contract Coordinator.

50. GLASS DOOR CLEANING: Contractor shall perform interior and exterior cleaning of glass entry doors.

51. DISPLACED JANITOR OPPORTUNITY ACT OF 2001: Contractor shall comply with the Displaced Janitor Opportunity Act of 2001, found at California Labor Code Sections 1060-1065. A full copy of the law is attached to this RFP as **Attachment A**. Proposers should consult with their own attorney regarding their obligations under the law. However, Proposers should be aware that as a successful Proposer, they will be obligated to comply with the transition notification and hiring provisions of the law.

52. LOST AND FOUND PROPERTY: Any articles found shall be turned into Contract Supervisor to be logged into the Lost and Found Log, and a Lost and Found Property report completed, stating what was found, when, where, by whom, and their phone number. Contract Supervisor shall immediately notify the City Contract Coordinator of any lost or found property.

If the article(s) is not claimed in a reasonable length of time, the article(s) will be turned over to Facilities Management or Building Services Supervisor for storage or disposal.

53. EMPLOYEE FOOD SERVICES: Contractor shall not be allowed to bring on to the City of Fresno's property any food or beverage catering vehicles, vending machines, or other serving facilities without prior written authorization from the Contract Administrator or designee.

54. SMOKING POLICY: Contractor's employees working on City property shall comply with State and City smoking policies.

55. EMERGENCY CALL SERVICE: Contractor shall perform miscellaneous activities as directed by the Contract Coordinator. Tasks which fall within this category shall only include tools, equipment, chemicals or supplies used for performing routine services as defined in the Specifications. Should any tool, equipment, chemical or supplies be required which are not normally used in performing routine services, such item shall be reimbursed or provided by the City. The Contract Coordinator shall make the determination.

Contractor shall provide this service available on a 24-hours basis, including weekends and City holidays. Contractor shall perform requested service within 1-hour of call from Contract Coordinator or designee. Contractor will only be paid for actual services requested and performed.

56. STAFF: Contractor shall keep a record of each of Contractor's employees providing services pursuant to this Contract, as follows:

Name, address, and telephone number
Social Security number
California Driver's License Number
Work Classification and Rate of Pay
Emergency Contact Information
Date of Birth

Contractor's lead person and all staff on any janitorial crew shall be able to read, write, speak, and understand the English language to the extent required for communication in person, via telephone, and in writing with designated Facilities and City representatives in connection with the janitorial duties to be performed**. Only designated Contractor employees are permitted at the work site.**

**1.** Compliance with Immigration Law: **Contractor shall employ only individuals who are in compliance with any and all current laws and regulations of the U. S. Immigration and Naturalization Service.**

Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies and/or an alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The English speaking person shall be over the age of eighteen (18) years.

Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.).

Contractor shall provide to City a proposed schedule in which the Services will be performed.

According to O.S.H.A. Law 29 CFR 1910.1200, (1988), all employers must inform their employees about potential hazards associated with the handling, use and disposal of chemical products used in the work place. Contractor shall describe to the City how its company is complying with this standard.

2. Contractor's Employees: As specified, Contractor shall furnish an adequate number of properly trained cleaning personnel and shall supervise and control personnel as is necessary

to perform the services under this Contract. All personnel assigned by Contractor to perform services will be employees of Contractor and Contractor will pay all salaries and expenses, and all federal, social security, unemployment (federal and state) taxes, and any other payroll or withholding taxes relating to these employees.

3. Supervision by Contractor: Contractor is responsible for the direct management and supervision of its personnel through its designated representative, and that representative, in turn, will be available at all reasonable times to report and confer with the designated representatives of City with respect to services being rendered.

Contractor shall employ a Contract Supervisor for the said Services. This Contract Supervisor shall: (1) be Contractor's designated representative (2) be a full-time employee of Contractor, however, the Contract Supervisor may be a working custodian who supervises as an added duty; (3) have authority to act on behalf of Contractor; (4) inspect work daily; and (5) provide consistent training to other employees to ensure compliance with City's requirements.

57. DRINKING FOUNTAIN: Contractor is responsible for cleaning and disinfecting on a daily basis all interior fountains on the premises of each location described within this RFP.

58. SOURCING OF PRODUCTS: The City of Fresno reserves the right to procure all chemicals and cleaning supplies and /or restroom/ break room supplies from a source other than the awarded Building Service Contractor, when necessary or required.

# V. SCOPE OF WORK

THE RESPONSIBLITY OF THE CONTRACTOR IS TO PROVIDE CUSTODIAL SERVICE TO ENSURE THAT PARCS FACILITIES ARE UNIFORMLY CLEAN, ORDERLY AND ATTRACTIVE, WHICH WILL REFLECT FAVORABLY UPON THE CITY AND THE CONTRACTOR.

# VI. AREA/TYPE DEFINITIONS

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**ACTIVITY ROOM -** A large, usually open area used for a variety of activities, including meetings, classes, social functions, etc.

**BREAK ROOM** - A small room, usually equipped with a coffee machine and sink (a small refrigerator and/or microwave may also be present), usually with a table and chairs.

**CONFERENCE ROOM** - a small meeting room, usually with one table encircled by a number of chairs.

**COPY ROOM** - An area with a multi-purpose business unit (copier, scanner, and fax machine) typically used by a number of persons in a general office area.

**CORRIDOR** - A main hallway, typically with high traffic.

**CORRIDOR-SECONDARY -** A corridor within an office area or a hallway that does not receive much traffic.

**CUSTODIAL CLOSET** - A small custodial storage area; may be equipped with a floor sink, used for the storage of custodial equipment and supplies, usually centrally-located in assigned work area.

**DINING ROOM -** The seating area of a cafeteria, multi-purpose room or snack bar where food is consumed. Example: Ted C Wills Community Center.

**ELEVATOR** - A platform or compartment housed in a shaft for raising and lowering people or things to different floors or levels.

**ENTRY -** The airlock-type area between the exterior and interior portions of a building.

**EXERCISE ROOM** - A room containing exercise machines or weight-lifting equipment.

**FILE ROOM** - A storage area containing file cabinets; cabinets may be lateral or vertical.

**GYMNASIUM** – Large area with bleachers and large open space used for sports activities.

**KITCHEN** - A food preparation area, usually containing a refrigerator, stove, sink, cabinets, etc. Example: Ted C Wills or Pinedale Community Center(s) service kitchens.

**LANDING** - The platform between floors in a stairwell.

**LOBBY** - The main lobby of a building, usually just inside an entryway. May contain waiting area-type furniture or a reception desk.

**LOBBY-ELEVATOR** - The open area immediately in front of an elevator.

**LOCKER ROOM** - A room with lockers, used for changing clothes and/or storage of personal belongings.

**MAIL ROOM** - An area for sorting, processing, and distribution of both incoming and outgoing mail.

**OFFICE** - A private office with a door and walls.

**OFFICE-EXECUTIVE** - A private office characterized by larger size and more elaborate furnishings and finishes than is found in a typical private office, i.e., may contain small table and chairs for meetings.
**OFFICE-MODULAR** - An office area consisting of individual work stations separated by modular partitions rather than walls.

**OFFICE-OPEN** - An open office area with no walls or partitions separating individual work spaces.

**PRINTER** - A space containing a printer which is shared by a personal computer network.

**RECEPTION** - An area used to receive public inquiries and welcome visitors.

**RECREATION ROOM** – A large room used for a variety of recreational activities, games, social events, etc. Example: the large open rooms at Einstein Play Ground, Frank H. Ball, Play Ground, Ted C. Wills Community Center, etc.

**REST ROOM** - Public or private toilet facilities.

**STAIR** - A regular, single-width stair, beginning at the doorway of one building level and extending to the doorway of the next higher or lower level.

**STORAGE-ACTIVE** - Areas with moderate traffic that are used for the storage of materials and/or equipment (other than file cabinets - see FILE ROOM).

**WORK ROOM** - An area of considerable activity characterized by large, flat tables, where work in progress is spread out.

# VII. PERFORMANCE STANDARDS

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## A. GENERAL GUIDELINES

1. Contractor shall perform the Routine Services Tasks in accordance with the frequencies defined in the "Routine Work" Tasks & Frequencies, Section IV.

2. Contractor shall perform the "Additional Projects Work" as identified in **Schedule No.2**, when ordered by the Contract Administrator by written Project Work Order.

3. Contractor shall perform the "Additional Projects Work" and "Routine Tasks" using equipment and chemicals meeting the requirements contained in the Tools & Equipment Section and in the Chemicals Part of the Specifications and in conformance with the standards contained in this Part of the Specifications. Contractor shall follow the instructions provided by the manufacturers of such items in every case.

4. Unless exempted by the Contract Administrator, Contractor shall remove all non-fixed furnishings such tables, seats, chairs, desks, carts, trash and ash receptacles, storage containers, etc. prior to performing a Project and return such items after the completion of the Project.

5. Contractor shall move or tilt all items such as chairs, seats, trash and ash receptacles, tables, storage containers, carts, etc. as required to perform the Services next to, under or above such items.

6. Contractor shall return to their appropriate locations all items moved by Contractor during the performance of the Services; in public and common-use areas, Contractor shall return all furniture to their appropriate configuration.

7. Contractor shall provide and use adequate barricades and signs to provide sufficient warning prior to, during, and after the performance of the Services.

## B. PERFORMANCE STANDARDS BY TASK

### 1. CARPET

**a)** **<u>BONNET CLEANING:</u>** Contractor shall remove carpet stains, completely vacuum, shampoo using bonnet equipment and supplies, and completely re-vacuum all carpet in the specified area. Contractor shall shampoo areas, such as corners, which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet pile. Contractor shall use a pile brush to raise the carpet pile before and after shampooing, if necessary, to remove embedded soil and grit and raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet.

b) **HOST METHOD:** Contractor shall remove carpet stains and completely vacuum carpet prior to using Host method. Host granules shall then be evenly distributed over the carpet surface, and agitated, using the Host carpet cleaning machine. Carpet fibers shall be agitated both in the direction of the pile and at an angle 90 degrees from the direction of the pile. Following agitation, all carpet in the specified area shall be re-vacuumed to remove as much of the Host granules as possible, following a pattern which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to Host application to remove dry loose soil from the carpet pile. Contractor shall use a pile brush to raise the pile of carpet before and after Host application in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration of the Host granules.

c) **ROTO-WASH METHOD:** Contractor shall remove carpet stains, completely vacuum, shampoo using Roto-Wash equipment and supplies, and completely re-vacuum all carpet in the specified area, including corners and carpet edges. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry loose soil from the carpet pile. Contractor shall use a pile brush to raise the pile of carpet before and after shampooing if necessary in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet.

2. **CARPET CLEANING, EXTRACTION METHOD (DEEP CLEANING):** Contractor shall remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area. Contractor shall shampoo areas such as corners which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, the Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry loose soil from the carpet pile. Contractor shall use a pile brush to raise the pile of carpet before and after shampooing if necessary in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet.

3. **COLLECT LITTER:** Contractor shall remove unsightly soil and litter. If the litter cannot be removed by hand, Contractor shall use a carpet vacuum on carpeted floors or broom or dust mop and damp mop on non-carpeted floors.

4. **DISINFECT DRINKING FOUNTAINS:** Contractor shall use spray bottles of germicidal disinfectant solution, clean cloths, scrub pads and cream cleanser to remove all obvious soil, streaks, smudges, etc. from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

5. **CLEAN & DISINFECT FIXTURES:** Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution to all surfaces of wash basins, toilets, urinals, showers and adjacent surfaces. Contractor shall use clean cloths (except inside

toilet bowls and urinals where Contractor shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The Cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

6. **REFILL FLOOR DRAINS:** Contractor shall use a floor drain brush to clean floor drains. Contractor shall use abrasive cleanser and scrub pads to remove corrosion and tarnish. Contractor shall pour a solution of germicidal disinfectant down the floor drain to fill the drain trap and prevent the escape of sewer gas.

7. **CLEAN ELEVATOR TRACKS:** Contractor shall use a vacuum with crevice tool attached to vacuum dry soil from the elevator tracks within the elevator cab and on the individual floors. Contractor shall use disposable cloths and detergent solution to spot clean stains from the tracks. After cleaning the door tracks shall be free of dust, debris, spots and stains that can be removed by such measures. The Elevator shall be "keyed off" while work is in process and the automatic closing mechanisms shall not be defeated by jamming, propping or otherwise mechanically disabling the doors.

8. **CLEAN ENTRANCE MATS:** Contractor shall use an upright carpet vacuum, or a wet/dry tank vacuum, or a pile lifter, and a carpet stain removal kit to remove soil, moisture, stains, etc., from entrance matting.

9. **DAMP MOP HARD SURFACE FLOORS:** Contractor shall use detergent solution and mops to remove soil from non-carpeted floors and baseboards which cannot be removed by sweeping, dust mopping or vacuuming. Contractor shall dust mop floors which are coated with floor finish prior to damp mopping. Contractor shall sweep other floor surfaces prior to damp mopping. Contractor shall damp mop all areas of the floor. After the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms and locker rooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

10. **DE-SCALE TOILETS AND URINALS:** Contractor shall use acid-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the insides of toilet bowls and urinals.

11. **DISINFECT ALL SURFACES:** Contractor shall use damp cloths, squeegees, and germicidal disinfectant solution from a spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

12. **DUST BUILDING SURFACES:** Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of ledges, heater convectors, window sills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. not

placed above 9 feet from the floor surface. Contractor shall dust up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas and canopies. Contractor shall accomplish dusting by the removal of soil from the area - not by moving it from one surface to another.

13. **DUST FURNITURE SURFACES:** Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Papers, typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed. Contractor shall accomplish dusting by the removal of soil from the area - not by moving it from one surface to another.

14. **DUST MOP OR SWEEP:** Contractor shall use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces, Contractor shall use treated dust mops. On rough, unsealed concrete, or other floors where dust mopping is not effective, Contractor shall use brooms. Prior to dust mopping the floor surface, Contractor shall use mops and detergent solution to remove wet soil from the floor. Contractor shall use putty knives to remove gum, tar and other sticky substances from the floor. Contractor shall use a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the floor surface, including corners and abutments, shall be free of dust, litter and debris that can be removed by dust mopping or vacuuming or with a putty knife. Contractor shall vacuum elevator floor and door tracks and other areas such as corners and hard-to-reach areas. Contractor shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. The Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil. Contractor shall clean exterior entrance mats by hosing with water and/or vacuuming.

15. **EMPTY TRASH RECEPTACLES:** Contractor shall empty and return to their appropriate location all waste baskets, cigarette ash receptacles and other trash containers according to the Task and Frequencies by Area Type for each area and building. Contractor shall remove all litter, cans, papers, and other containers marked 'TRASH'.

    Contractor shall remove all collected trash to area(s) on the site or within the building as designated by Contract Administrator in such a manner as to prevent the adjacent area from becoming littered by such trash.

    Contractor shall replace all obviously soiled or torn trash receptacle liners with a new trash receptacle liner. Contractor shall replace the liner in such a manner as to present a neat uniform appearance.

    Contractor shall use disposable cloths, and detergent solution or cream cleanser and scrub pads to remove stains and soil from the interior and exterior of trash receptacles.

    Contractor shall empty recycle trash receptacles and transport white paper, computer paper, and other recyclables to a primary on-site collection point for the City's recycling program.

16. **HIGH DUSTING:** Contractor shall remove all dust, spider webs, litter, etc. from all fixtures and surfaces from the top of the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceilings, vents, etc. Contractor shall accomplish high dusting by using treated dust cloths, treated dusting tools, and tank vacuums with crevice tools, brush attachments and wall attachments.

17. **MACHINE SCRUB FLOORS:** Contractor shall use electrically powered floor machines with a scrubbing brush or grout cleaning machines and detergent or degreaser solution to remove soil and stains from floor surfaces such as concrete, brick or pavers, grouted tile and other such uneven or rough floors and from baseboards, furniture and partition bases and legs. Contractor shall use hand brushes in areas inaccessible to the floor machines. Contractor shall use a wet/dry tank vacuum to pick up the scrubbing solution and wet mops, buckets and wringers in areas inaccessible to a tank vacuum. Contractor shall rinse the floor with clean water after picking up the scrubbing solution with the tank vacuum. Contractor shall remove all splash marks on baseboards, furniture and other such surfaces.

18. **DAYTIME POLICING:** Contractor shall collect litter and sweep and/or vacuum obvious soil from floors. Spot clean unsightly soil from building, and furniture surfaces. Spot mop hard surface floors to remove liquids and/or unsightly soil. Contractor shall empty trash and ash receptacles which may become filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, hand soap and other dispensers which may become depleted prior to the next scheduled routine cleaning. Remove carpet stains. Empty, vacuum, or exchange wet or ineffective entrance mats.

19. **REFILL DISPENSERS:** Contractor shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, etc. Contractor shall place supplies dispensers in accordance with the directions of the supplier and dispenser manufacturers. Contractor shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

20. **REMOVE CARPET STAINS:** Contractor shall use carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove nonpermanent stains from carpeted floors. Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Contractor shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, Contractor shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, Contractor shall blot or vacuum the carpet dry.

21. **RECONDITION FINISHED FLOORS:** Contractor shall remove soil, scratches and scuff marks and the top layer of floor finish from resilient tile and terrazzo floors and all finish and soil from baseboards and furniture and partition legs and bases. Contractor shall apply a minimum of 2 additional coats of floor finish. Contractor shall use a single disc floor machine, scrubbing pad, putty knife, abrasive pad, mop, mop bucket and wringer, detergent solution and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Contractor shall use manual

scrubbing devices in areas inaccessible to the floor machine. Contractor shall use wet/dry tank vacuums except in areas where its use is not practical or effective. Contractor shall rinse thoroughly with clean water all floor surfaces to which detergent solution has been applied. When wet/dry tank vacuums are used, Contractor shall rinse the floor surface at least once after the detergent solution has been picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, Contractor shall rinse the floor surface at least twice. After the top layer of floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least 2 coats of floor finish. Contractor shall apply no finish within 1" of baseboards and furniture setting directly on the floor surface. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc. shall be visible.

22. **SPOT CLEAN BUILDING SURFACES:** Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, window sills and blinds, fire extinguishers, counter tops, walls, doors, door frames and sills, pictures, partitions, rails, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. Contractor shall perform spot cleaning up to a height of 10 feet from the floor surfaces at the interior and exterior of exterior entry areas. Contractor shall polish stainless steel surfaces with glass cleaner and soft clean cloths. Contractor shall use a clean cloth and stainless steel polish to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove. Contractor shall remove excess stainless steel polish.

23. **SPOT CLEAN FURNITURE SURFACES:** Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, papers, computers, staplers, and other similar desk items are not to be disturbed.

24. **SPOT MOP HARD SURFACE FLOORS:** Contractor shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

25. **SPRAY BUFF:** Contractor shall dust mop and damp mop the floor surface in preparation for spray buffing. Contractor shall use single-disc floor machines, buffing pads, and spray bottles with spray buffing solution to restore a uniform gloss and protective finish to resilient tile or terrazzo floors which are finished with a floor finish. The spray buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. Contractor shall dust mop the floor surface after spray buffing. After spray buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. Contractor shall remove all spray buff solution from baseboards, furniture, trash receptacles, etc.

26. **STRIP AND REFINISH FLOORS:** Contractor shall completely remove all non-permanent floor finish and seal from resilient tile or terrazzo floors and from baseboards and furniture and partition legs and bases. Apply a minimum of 2 coats of floor seal and 3 coats of floor finish. Contractor shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. Contractor shall use a wet/dry tank vacuum to pick up stripping solution except in areas where its use is not practical. Contractor shall rinse thoroughly with clear water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, The Contractor shall rinse the area at least once after the floor finish remover has been picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, Contractor shall rinse the floor at least twice. After the floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least 2 coats of floor seal and 3 coats of floor finish.

    Contractor shall apply no finish within 1" of baseboards and fixed furniture setting directly on the floor surface. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc. shall be visible.

27. **VACUUM COMPLETELY:** Contractor shall use a carpet vacuum to remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After completely vacuuming, the carpet shall be free of all visible soil and litter and all soil which can be removed from the carpet pile.

28. **VACUUM TRAFFIC LANES:** Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface and pile and to raise the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum.

29. **VACUUM VISIBLE SOIL:** Contractor shall use a carpet vacuum to remove visible soil and debris from the carpet surface. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After vacuuming, the carpet shall be free of all visible soil and litter. Vacuum elevator floor and door tracks. Use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from entrance mats.

30. **WET MOP HARD SURFACE FLOORS:** Contractor shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads, and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. Germicidal solution shall be used in place of detergent solution in rest rooms. Contractor shall apply detergent solution to the entire floor area and allow it to remain for three to five minutes. Contractor shall use scrub brushes to remove spots and stains not removed by mopping. In areas with floor drains, Contractor shall squeegee the floor dry and then rinse with clear water. In areas without a floor drain, Contractor shall use a wet mop and mop bucket and wringer or wet/dry tank vacuum to pick up the solution, and then rinse with clean water twice. Contractor shall wet clean all accessible areas. Contractor shall dust mop floors which are coated with floor finish prior to damp mopping. Contractor shall vacuum other floor surfaces prior to damp mopping. Contractor shall take care as required to prevent splash and mop marks from being left on baseboards, furniture legs, doors, etc. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In areas where floor finish has not been applied to the floor surface and greasy soil must be removed, Contractor shall use a solution of degreaser.

31. **SEAL GROUTED SURFACES:** Contractor shall strip and clean grout to industry standards and manufacturer recommendation. Contractor shall apply a high quality sealer to manufacturer recommendation to tile floors and tiled counter tops.

32. **SEAL CONCRETE FLOORS AND STAIRS:** Contractor shall scrub exterior surfaces to remove stains and dirt to industry standards. Contractor shall apply a high quality concrete sealer to manufacturer recommendation.

33. **CLEAN AND WASH WIDOWS AND WIDOW SILLS:** Contractor shall clean and scrub both interior and exterior widow surfaces including both the window, and window sills. Contractor shall use techniques consistent with industry standards.

34. **POWER WASH EXTERIOR SURFACES:** Contractor shall power wash the exterior surfaces of various City facilities as directed by the Contract Administrator.

# VIII. TASKS & FREQUENCIES

## VIII. TASKS AND FREQUENCIES

If extensive use requires that Contractor increase frequency schedules for an extended period of time (three months or longer) Contractor may submit to the City a request for a change order. The issuance of a change order shall be at the sole discretion of the Contract Administrator. Refer to Special Conditions, Minimum Frequency Schedule below.

**AREA TYPE:** **ACTIVITY ROOM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| DUST MOP OR SWEEP | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| SPOT MOP HARD SURFACE FLOORS | DAILY |
| REMOVE CARPET STAINS | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN FURNITURE SURFACE | ONE TIME PER WEEK |
| SPOT CLEAN BUILDING SURFACES | ONE TIME PER WEEK |
| CLEAN BOARDS & ERASERS | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **BREAK ROOM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| REFILL DISPENSERS | DAILY |
| CLEAN & DISINFECT FIXTURES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| SPOT MOP HARD SURFACE FLOORS | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM VISIBLE SOIL | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **CONFERENCE ROOM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| SPOT MOP HARD SURFACE FLOORS | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| SPRAY BUFF | TWO TIMES PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **COPY ROOM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| DUST MOP OR SWEEP | EVERY OTHER DAY |
| SPOT MOP HARD SURFACE FLOORS | EVERY OTHER DAY |
| REMOVE CARPET STAINS | EVERY OTHER DAY |
| VACUUM TRAFFIC LANES | EVERY OTHER DAY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN FURNITURE SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |

| | |
|---|---|
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **CUSTODIAL CLOSET**

| **TASK** | **FREQUENCY** |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| CLEAN & DISINFECT FIXTURES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| DAMP MOP HARD SURFACE FLOORS | DAILY |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |

**AREA TYPE:** **DINING ROOM/ SOCIAL HALL**

| **TASK** | **FREQUENCY** |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| REFILL DISPENSERS | DAILY |
| CLEAN & DISINFECT FIXTURES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| SPOT MOP HARD SURFACE FLOORS | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM VISIBLE SOIL | DAILY |
| VACUUM TRAFFIC LANES | EVERY OTHER DAY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **ELEVATOR**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| DUST BUILDING SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| DAMP MOP HARD SURFACE FLOORS | DAILY |
| CLEAN ELEVATOR TRACKS | DAILY |
| VACUUM VISIBLE SOIL | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | ONE TIME PER WEEK |
| SPRAY BUFF | ONE TIME PER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **EXERCISE ROOM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| DUST MOP OR SWEEP | EVERY OTHER DAY |
| SPOT MOP HARD SURFACE FLOORS | EVERY OTHER DAY |
| REMOVE CARPET STAINS | EVERY OTHER DAY |
| VACUUM TRAFFIC LANES | EVERY OTHER DAY |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| SPOT CLEAN BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **GYMNASIUM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| DUST MOP OR SWEEP | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| SPOT MOP HARD SURFACE FLOORS | EVERY OTHER DAY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| SPOT CLEAN FURNITURE SURFACE | ONE TIME PER WEEK |
| SPOT CLEAN BUILDING SURFACES | ONE TIME PER WEEK |
| CLEAN BOARDS & ERASERS | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **KITCHEN**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| REFILL DISPENSERS | DAILY |
| CLEAN & DISINFECT FIXTURES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| SPOT MOP HARD SURFACE FLOORS | DAILY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |

**AREA TYPE:** **LOBBY**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| DUST MOP OR SWEEP | DAILY |
| DAMP MOP HARD SURFACE FLOORS | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM VISIBLE SOIL | EVERY OTHER DAY |
| VACUUM TRAFFIC LANES | EVERY OTHER DAY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| SPRAY BUFF | ONE TIME PER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **LOCKER ROOM**

| TASK | FREQUENCY |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN FURNITURE SURFACES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| DUST MOP OR SWEEP | DAILY |
| DAMP MOP HARD SURFACE FLOORS | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| REFILL FLOOR DRAINS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |

| | |
|---|---|
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| WET MOP HARD SURFACE FLOORS | MONTHLY |
| HIGH DUSTING (INCLUDING LOCKERS) | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |

**AREA TYPE: <u>OFFICES</u>**

| **TASK** | **FREQUENCY** |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| DUST MOP OR SWEEP | EVERY OTHER DAY |
| SPOT MOP HARD SURFACE FLOORS | EVERY OTHER DAY |
| REMOVE CARPET STAINS | EVERY OTHER DAY |
| VACUUM TRAFFIC LANES | EVERY OTHER DAY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN FURNITURE SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN BUILDING SURFACES | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| VACCUUM COMPLETELY | EVERY OTHER WEEK |
| DAMP MOP HARD SURFACE FLOORS | MONTHLY |
| SPRAY BUFF | MONTHLY |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE: <u>RECREATION ROOM</u>**

| **TASK** | **FREQUENCY** |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| DISINFECT WATER FOUNTAINS | DAILY |
| DUST MOP OR SWEEP | DAILY |
| REMOVE CARPET STAINS | DAILY |
| VACUUM TRAFFIC LANES | DAILY |
| SPOT MOP HARD SURFACE FLOORS | EVERY OTHER DAY |
| DUST FURNITURE SURFACES | ONE TIME PER WEEK |
| CLEAN INTERIOR/EXTERIOR WINDOW | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| SPOT CLEAN FURNITURE SURFACE | ONE TIME PER WEEK |
| SPOT CLEAN BUILDING SURFACES | ONE TIME PER WEEK |

| | |
|---|---|
| CLEAN BOARDS & ERASERS | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| VACUUM VISIBLE SOIL | ONE TIME PER WEEK |
| SPRAY BUFF | EVERY OTHER WEEK |
| VACUUM COMPLETELY | EVERY OTHER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| BONNET CARPET CLEANING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | TWICE A YEAR |
| STRIP & REFINISH FLOORS | ONCE A YEAR |
| EXTRACTION CARPET CLEANING | ONCE A YEAR |

**AREA TYPE:** **REST ROOM**

| **TASK** | **FREQUENCY** |
|---|---|
| COLLECT LITTER | DAILY |
| EMPTY TRASH RECEPTACLES | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| REFILL DISPENSERS | DAILY |
| CLEAN & DISINFECT FIXTURES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| DAMP MOP HARD SURFACE FLOORS | DAILY |
| DISINFECT ALL SURFACES | ONE TIME PER WEEK |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| DE-SCALE TOILETS & URINALS | ONE TIME PER WEEK |
| REFILL FLOOR DRAINS | ONE TIME PER WEEK |
| WET MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| SPRAY BUFF | TWICE PER MONTH |
| HIGH DUSTING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | THREE TIMES PER YEAR |
| STRIP & REFINISH FLOORS | TWICE A YEAR |
| SEAL GROUTED SURFACES | ONCE A YEAR |

**AREA TYPE:** **STAIRS**

| **TASK** | **FREQUENCY** |
|---|---|
| COLLECT LITTER | DAILY |
| SPOT CLEAN BUILDING SURFACES | DAILY |
| DUST MOP OR SWEEP | DAILY |
| DUST BUILDING SURFACES | ONE TIME PER WEEK |
| DAMP MOP HARD SURFACE FLOORS | ONE TIME PER WEEK |
| HIGH DUSTING | TWICE A YEAR |
| MACHINE SCRUB & RE-COAT FLOORS | THREE TIMES PER YEAR |

# IX. CHEMICALS

# IX. CHEMICALS

## 1. GENERAL REQUIREMENTS

1.1 Contractor shall furnish all chemicals necessary to perform the Services in accordance with the Contract. As a minimum, Contractor shall furnish the Chemicals defined in the "LIST OF CHEMICALS".

1.2 Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use of any chemical on any surface or material regardless of whether or not the chemical is included on the List of Chemicals and regardless of whether or not the Contract Administrator has given permission to use said chemical.

1.3 The City will reimburse Contractor for the direct cost of chemicals in an amount not to exceed the monthly total of Bid Item No. 3, page16.

## 2. CHEMICAL BRANDS

2.1 Contractor shall present the list of chemicals, which Contractor proposes to use in the execution of the Services for the City of Fresno, to the Contract Administrator for approval at the same time Contractor returns the signed Contract, the Performance and Payment employee fidelity Bond, and the required evidence of insurance.

2.2 The Contract Administrator shall respond to Contractor concerning approval or denial of the proposed list of chemicals within ten (10) calendar days of receipt of the list of chemicals from Contractor.

2.3 Contractor shall use only those brands and types of chemicals specified on the "LIST OF CHEMICALS" unless it has obtained written permission to change in accordance with the following procedure:

a. The Contract Supervisor shall submit a written request to the Contract Administrator defining the product use, brand name, manufacturer's complete name, address and telephone number.

b. The Contract Supervisor shall attach to the written request a product brochure, Material Safety Data Sheet and chemical specifications. The Contract Supervisor shall provide an original, labeled container of the chemical to the Contract Administrator.

c. The Contract Administrator shall have the right to request the Contract Supervisor to perform an onsite evaluation of the chemical at the City Hall Annex facility. Such testing shall be accomplished during the regular performance of the Service or at no additional charge to the City of Fresno. The Contract Administrator shall provide the parameters and methods of such evaluation and testing.

d. If the proposed chemical performs as well or better than the chemical included on the "LIST OF CHEMICALS" as determined by on site evaluation as determined by the

Contract Administrator, and causes no interference with the operational activities of the City of Fresno, or damage to the City Hall Annex facility, and is in the best interest of the City of Fresno, then the Contract Administrator shall provide the Contract Supervisor with written permission to use the proposed chemical in the performance of the Services. Such permission does not relieve Contractor of any liability or responsibility.

e. Contractor shall pay for all costs associated with testing and evaluating the proposed chemical and with changing from the approved chemical to the proposed chemical if the chemical was proposed by Contractor.

## 3. MATERIAL SAFETY DATA SHEET

Contract Supervisor shall provide the Contract Administrator with a copy of a Material Safety Data Sheet for each type and brand of chemical used in the performance of the Services and shall maintain a separate file with duplicate copies of the form for each chemical used in the performance of the Services.

## 4. CONTAINERS

Contractor shall purchase and issue all chemicals in their original containers.

## 5. LABELING

5.1 Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, or this Contract. The marking or labeling of material containing hazardous or toxic material, substances or wastes shall be in accordance with all Federal, State and Local laws, Ordinances, rules and regulations.

5.2 All chemical containers shall bear their original manufacturer's label which includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers. The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

## 6. PROHIBITED CHEMICALS

No ammonia, laundry bleach, powdered cleanser or any other type of chemical not included on the "LIST OF CHEMICALS" shall be used in the performance of the Contract Services without the written permission of the Contract Administrator.

## 7. MANUFACTURER'S INSTRUCTIONS

Contractor shall follow the instructions of the Chemical Manufacturers in every instance.

## 8. SLIP RESISTANCE

Contractor shall verify that all floor finishes, seals, spray-buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Contractor shall immediately remedy any observed instances of slippery or slick floors.

## 9. GERMICIDAL PROPERTIES

Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency Registration Number.

## 10. CARPET STAIN REMOVAL KIT

Each Senior Custodian shall have a carpet stain removal kit and a container of solvent type carpet spotter.

## 11. CONTAINER SIZES AND TYPES

Contractor shall provide the following chemicals in the type and size containers listed below:

Acid-Type Bowl Cleaner ..... 1 qt. squeeze bottle, with flip-cap
Carpet Shampoo .....6 gallons or smaller, concentrate
Carpet Stain Remover .....aerosol or 1 gallon
Cream Cleanser ..... 1 qt. squeeze bottle, with flip-cap
Concrete Seal..... 6 gallon or smaller
Degreaser..... 1 gallon, concentrate
Detergent..... 1 gallon, concentrate
Floor Finish..... 6 gallon or smaller
Floor Finish Remover .....6 gallon or smaller, concentrate
Floor Seal ..... 6 gallon or smaller
Germicidal Disinfectant..... 1 gallon, concentrate
Glass Cleaner..... 1 gallon, ready to use
Gum Remover .....aerosol
Spray Buff Solution.....1 gallon or smaller, ready to use

**12. LIST OF CHEMICALS** Contractor shall provide the following chemicals or an equivalent product that performs the same or better than what is listed.

12.1 **ACID-TYPE BOWL CLEANER**
(LESS THAN 9.5% HCL AND NOT MORE THAN 24% TOTAL ACID CONTENTS)
Hillyard, Inc. - "Liquid Swabby II"
Butcher's Way Company - "Charge"

Spartan Chemical Company, Inc. - "M*95"
Johnson Wax Professional - "Crew"

12.2 **CARPET SHAMPOO - EXTRACTION METHOD**
Butcher's Wax Company - "Fountainhead"
Hillyard, Inc. - "Clean Action II"
Spartan Chemical Company, Inc. - "Xtraction II"
Johnson Wax Professional. - "Rugbee-Extractor"

12.3 **CARPET SHAMPOO - BONNET METHOD**
Butcher's Wax Company - "Spin Out"
Hillyard, Inc. - "Deep Action"
Spartan Chemical Company, Inc. - “Bonnet & Traffic Lane Carpet Cleaner”
Johnson Wax Professional. - "Rugbee-Bonnet"

12.4 **CARPET STAIN REMOVER**
Johnson Wax Professional - "Rugbee Stain Remover"
Butcher’s Wax Company - “Percolator”

12.5 **SOLVENT-TYPE CARPET STAIN REMOVER**
R.R. Street & Company - "Picrin"

12.6 **CREME CLEANSER**
Johnson Wax Professional - “Crew Kleen ‘N Shine”
National Laboratories - "NL Cream Cleanser"
Spartan Chemical Company, Inc. - "Sparcreme"
Rochester Midland - "Liqui-Scrub"

12.7 **DEGREASER**
Butcher's Wax Company - "Roughrider Alkaline Degreaser"
Hillyard, Inc. - "Renovator"
Spartan Chemical Company, Inc. - “Tough Duty NB”
Betco – “Citrus Chisel”

12.8 **FLOOR FINISH, FLOOR FINISH REMOVER, FLOOR SEAL, SPRAY BUFF SOLUTION, DETERGENT, AND CONCRETE SEAL**
Johnson Wax Professional:
Concrete Seal - "Fortify"
Detergent - "GP Forward"
Finish - "Complete" or "Showplace"
Resilient Tile Seal - "Technique"
Spray Buff Solution - "Snap Back"
Stripper - "Bravo" or "Freedom"

Hillyard, Inc.:
Concrete Seal - "Seal 341"
Detergent - "Arsenal"
Finish - "Top Shape"

Resilient Tile Seal - "Seal 341"
Spray Buff Solution - "Hil-Glo"
Stripper - "Power Strip"

Spartan Chemical Company, Inc.:
Concrete Seal - "Straight Seal"
Detergent - “Damp Mop"
Finish - "On An On”
Resilient Tile Seal - "On Base"
Spray Buff Solution - "Super Spray Buff"
Stripper - "DA-70 PF"

Butcher's Wax Company:
Concrete Seal - "Ironstone"
Detergent - "Hot Springs"
Finish - "Amplify"
Resilient tile Seal - "Ironstone"
Spray Buff Solution - "Over Drive"
Stripper - "Time Buster"

**NOTE:** Floor finish, floor finish remover, floor seal, spray buff solution, detergent, and concrete seal must be by the same manufacturer to ensure compatibility.

12.9 **GERMICIDAL DISINFECTANT**
(Quaternary Ammonium Chloride)
Butcher's Wax Company - "Quest 256"
Hillyard, Inc. - "Rejuvinal Plus"
Spartan Chemical Company, Inc. - "DMQ”
Johnson Wax Professional. - "Forward DC"
Betco – “AF79”
Betco – “Sannibet”

12.10 **GLASS CLEANER**
Analab - "Spray Glass Cleaner"
Johnson Diversey - "Windex"
Hillyard, Inc. - "Window Clean"
Spartan Chemical Company, Inc. - "Glass Cleaner"
Johnson Wax Professional. - "Glance"
Butcher’s Wax Company - "Speedball Glass"
Betco - “Clear Image”

12.11 **STAIN REMOVAL KIT**
Spartan Chemical Company, Inc. - “Contempo Deluxe Spotting Kit”
Von Schrader - "Carpet Stain Removal Kit"
Chemspec - "Professional Spotting Kit"

12.12 **SANITIZER**

Betco – “Versifect”

12.13 **AIR FRESHNER**

Betco – “Ocean Breeze”

**NOTE:** This list is not intended to preclude the use of chemical brands not included herein. If Contractor wishes to use brands other than those listed here it must seek approval from the Contract Administrator as outlined in paragraph 2.3 of this section.

# X. TOOLS, EQUIPMENT AND SUPPLIES

## X. TOOLS, EQUIPMENT AND SUPPLIES

### 1. GENERAL REQUIREMENTS

Contractor shall furnish all tools, equipment and supplies necessary to properly perform the Services defined in this Contract. As a minimum, Contractor shall furnish each worker and each custodial closet with the types and quantities of tools, equipment and supplies defined in the Specifications as required to perform the Services in accordance with the performance standards and within the minimum required hours. All tools and equipment furnished by Contractor shall be new at the start of this Contract.

### 2. MANUFACTURER BRANDS

2.1 Before beginning the work, Contractor shall submit to the Contract Administrator a list of each type of tool, equipment and supply to be used showing the manufacturers' names and model numbers. The list shall be accompanied by manufacturers' specifications and photocopies of the sales material for each type of tool, equipment and supply.

2.2 Contractor shall use no tool, equipment or supplies in the performance of the Services before obtaining the permission of the Contract Administrator. Such permission by the Contract Administrator shall not relieve Contractor of the responsibility for assuring the appropriateness of such tool, equipment or supplies or of any other responsibility or liability.

2.3 Contractor, if desirous of changing from its initial selection, shall first assure that the alternate tool, equipment or supply complies with the description or specification. Then, Contractor shall submit to the Contract Administrator a written request to change, defining the alternate, along with the manufacturer's specifications and a photocopy of the alternate.

2.4 If the alternate complies with the Specifications defined herein, performs as well as the initial selection as demonstrated by any actual performance testing requested by the Contract Administrator, and causes no operational interference with the City and is in the best interest of the City, then the Contract Administrator shall give written permission to use the alternate.

2.5 If requested by the Contract Administrator, Contractor shall make available for performance evaluation by the Contract Administrator specific brands and models of tools, equipment and supplies proposed for use by Contractor. Any such items provided shall be returned to Contractor after the evaluation has been completed.

2.6 Any and all costs associated with evaluating an alternate or changing to an alternate not included on the initial list submitted by Contractor shall be borne by Contractor if such testing or changing was a result of Contractor's request to change.

### 3. MAINTENANCE AND REPAIR

3.1 Contractor shall maintain on file at the site of the work one complete set of operating and maintenance instructions for each type, brand and model of equipment, tool and item of supply used in the performance of the work and shall provide the Contract Administrator with a photocopy of all such operating and maintenance instructions.

3.2 Contractor shall ensure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturers’ instructions and good safety practices.

3.3 All tools, equipment and supplies used by Contractor in the performance of the Services shall meet all applicable safety requirements. All electrical equipment must operate at full rated performance levels using existing building electrical circuits. It shall be the responsibility of Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment which require power exceeding the capacity of existing electrical circuits.

3.4 Contractor shall develop and implement adequate procedures and controls to ensure that all tools, equipment and supplies remain at all times in good, clean condition.

3.5 Contractor shall maintain access to spare parts and shall have trained, qualified employees and adequate quantities of backup equipment to ensure that the minimum quantities of required equipment and tools are available and in safe and proper operating condition at all times.

## 4. MINIMUM QUANTITIES

The minimum required tools, equipment and supplies defined herein must be present and in good operating condition at all times during the performance of the work.

## 5. STORAGE LOCATIONS

5.1 Contractor shall label the storage locations on shelves in each custodial closet for chemicals, small tools and supplies.

5.2 Contractor shall permanently identify all equipment and tools required for a specific building or group of buildings, floor or group of floors, assignment or group of assignments with the building, floor or assignment numbers or groups of numbers.

5.3 Contractor shall develop, implement and maintain adequate procedures and make sufficient inspections each shift to ensure that the minimum tools, equipment and supplies are in designated storage locations.

## 6. USE OF THE CITY OF FRESNO'S FACILITIES AND EQUIPMENT

Any permitted use of the City's facilities, equipment, tools or supplies shall be gratuitous and Contractor shall release the City of Fresno from any responsibility arising from claims for personal injuries, including death, arising out of the use of such facilities, equipment, tools or supplies irrespective of the condition thereof or any negligence on the part of the City of Fresno in permitting their use.

## 7. RESTROOM/ BREAK ROOM SUPPLIES

7.1 Contractor shall furnish and store expendable Rest Room / Break Room supplies to be used on site, including paper towels, hand soap, toilet tissue, toilet seat covers, feminine hygiene products and associated disposal bags, as well as plastic trash receptacle liners which will be used in all trash receptacles. The Contract Coordinator shall designate central storage locations.

7.2 The City will reimburse Contractor monthly for the direct cost of these supplies in an amount not to exceed the monthly amount of **Bid Schedule No 3**. Contractor shall provide the quantities and brand items <u>or better</u> than listed in the, "Chemicals," and "Tools, Equipment and Supplies" section of this Specification to maintain current quality standards. Substitution brands are at the discretion of the Contract Coordinator to accept as equal. The supplies listed in this Specification are complete to the best of the City's knowledge; however, **Contractor is responsible for providing all janitorial paper**

**supplies for servicing this Contract at the monthly allowance amount quoted in Bid Schedule 3**. Contractor shall provide annual usage reports to the City.

7.3 Dispensers for toilet tissue, paper towels, and hand soap are furnished and installed by the City of Fresno. Contactor shall be responsible for ensuring their supplies are compatible with City existing dispensers.

7.4 Contractor shall provide adequate safeguards to prevent pilferage, loss and misuse to these items and to ensure that these items are put to their intended use.

## 8. OTHER SUPPLIES

8.1 Contractor shall furnish all other supplies as necessary to perform the Services described within the specifications.

8.2 Ash Urn sand shall be provided as part of this Contract by Contractor.

## 9. EQUIPMENT SPECIFICATIONS AND DESCRIPTIONS

**CARPET EXTRACTION SYSTEM - SELF CONTAINED**

__ vacuum motor: two HP
__ solution pump: 50 PSI minimum
__ solution tank: 6 gallon minimum
__ recovery tank: 4 gallon minimum
__ cleaning width: 16-inches to 18-inches
__ cable: 35-feet minimum
__ weight: approximately 100 lbs.
__ brush: rotating cylinder
__ wheels: non-marking

**ACCEPTABLE BRANDS:**

1. Nilfisk-Advance - "AquaClean 15"
2. Tennant - "1240"
3. Minuteman - "Ambassador"
4. Windsor - "Admiral Plus"

**CARPET VACUUM - MEDIUM WIDTH**

__ 18 to 20 pounds weight
__ 16" to 18" brush width
__ non marking wheels and bumper guards
__ 35 foot cable length, minimum
__ low profile for easy reach under desks, furniture, etc.
__ built in utility hose
__ crevice tool, upholstery tool, dusting brush and extension wand
__ top fill collection container
__ disposable collection/filter bags

**ACCEPTABLE BRANDS:**

1. Windsor Industries, Inc. - “18"Versamatic”
2. Clarke - "18" FiltraVac or 614 CombiVac"
3. Tornado - " 16" Hi-Tech"
4. Nilfisk-Advance - “Carpetwin 18"

**CUSTODIAL CART- BARREL TYPE**

__ constructed of high-impact plastic
__ minimum 44-gallon capacity
__ attached dolly with 4 swivel, non-marking casters
__ snap-on tool caddy bag with pockets

**ACCEPTABLE BRANDS:**

1. Rubbermaid - “2643", with “2640" dolly and “2642" caddy bag

**FLOOR MACHINE - HIGH SPEED**

__ 110 volt, 60 cycle, 1.3 to 1.5 hp motor
__ 950 to 1550 rpm (loaded)
__ 20" Diameter
__ 4" minimum diameter, non-marking, stair climbing rear wheels
__ minimum 50 ft. cable, 14 gauge, 3 wire
__ non marking construction or bumper guards
__ 60 to 80 pounds weight
__ twist-lock pad centering lock
__ 15 amp maximum circuit breaker

**ACCEPTABLE BRANDS:**

1. Clarke - "UltraSpeed 1500 Burnisher"
2. Nilfisk-Advance - "Whirlamatic 20 Ultra”
3. National Super Service - "Charger 1500"
4. Tennant - “2300"

**FLOOR MACHINE - REGULAR SPEED**
__ electrically powered
__ 150 to 300 rpm (loaded)
__ 20" Diameter
__ safety interlock switch
__ 4" minimum diameter, non-marking, stair climbing rear wheels
__ minimum 50 ft. cable
__ non marking construction or bumper guards
__ 60 to 80 pounds weight
__ twist-lock pad centering lock
__ 15 amp maximum circuit breaker
__ aluminum driving block with nylon bristle pad holder

**ACCEPTABLE BRANDS:**
1. Clarke - "FM 2000"
2. Nilfisk-Advance - “All Purpose Matador"
3. Tennant - "2130"

**PILE BRUSH AND VACUUM**
__ 3/4 - 1 1/4 H.P Vacuum Motor
__ separate ½ H.P. motor
__ 65 to 85 pounds weight
__ 3-3/4 to 4-1/4" diameter, 14"to 16" length nylon tufted bristle, self-leveling brush
__ 4" diameter non marking wheels
__ 40' power cable minimum
__ bumper guards
__ stair climbing wheels

**ACCEPTABLE BRANDS**
1. Certified Chemical & Equipment Co. - "Model S"
2. Chemspec - "Pilelifter"

**WET/DRY TANK VACUUM**
__ 10 gallon recovery tank size minimum
__ non marking casters
__ removable filter
__ bumper guards
__ attachments-crevice tool, upholstery brush, dusting brush, extension wand, wand, hose, wet pickup, squeegee
__ automatic overflow shutoff
__ bypass motor

**ACCEPTABLE BRANDS**
1. Clarke - "STV-10"
2. National Super Service - "Colt” - 14.5 gallon tank capacity
3. Nilfisk-Advance - "GW 4512”

**BACK PACK VACUUM**
__ 5 quart recovery capacity minimum

__ 60" waterlift minimum
__ 50-foot cord minimum
__ wand with attachments - hose, carpet/hard surface brush, upholstery brush, dusting brush, crevice tool

**ACCEPTABLE BRANDS**
1. Pro-Team, Inc. - "QuarterVac"
2. Clarke - "Napsac"
3. Tennant Company - "Model 3000"

**ABRASIVE PADS**
__ constructed from chemically resistant synthetic fibers
__ fine and medium abrasive
__ hand size

**BOWL CADDY**
__ plastic, non-corroding construction
__ able to hold one quart bottle of bowl cleaner
__ adjustable collar to lock bottle in place
__ leak-proof compartment for holding bowl mop

**BROOM**
__ synthetic fiber self-flagging bristles
__ head width approximately 10 inches
__ attaches to extending handle
__ 2 screw-type mounting holes, 1 at 90 degrees and a 2nd at approximately 60 degrees
__ 4' to 8' extending aluminum handle

**"CAUTION-WET FLOOR" SIGNS**
__ signs must conform to OSHA Standard 1910.44 safety color code for marking physical standards
__ constructed of durable plastic
__ stand alone
__ must bear words "CAUTION-WET FLOOR" and international caution symbol for wet floor

**CLEANING CLOTHS – DISPOSABLE**
__ absorbent synthetic fiber
__ disposable
__ lint less
__ rags or paper towels not acceptable

**CORNER BRUSH**
__ stiff synthetic fiber bristles for scrubbing wall-floor corners
__ triangular shape
__ attaches to extending handle

**COUNTER BRUSH**
__ synthetic fiber, flagging bristles
__ 8 to 9 inch block/handle

**DECK BRUSH**
__ stiff, heavy duty, synthetic fiber bristles
__ brush size approximately 2 ½ " x 12"
__ attaches to extending handle

**DETAIL BRUSH**
__ stiff bristle tooth brush

**DISPENSING PUMPS**
__ chemically resistant plastic
__ dispenses 1 ounce per stroke
__ dip tube length 14"-15"

**DOOR STOP**
__ wedge shape
__ non marking rubber construction

**DRAIN BRUSH**
__ approximately 1 1/2" diameter
__ approximately 6" brush length
__ stiff nylon bristles twisted in wire

**DUST MOP**
__ paraffin-base treatment, dust mop heads
__ laundered and retreated off-site
__ stored in plastic bags until used
__ 5 inch minimum width
__ dust mop head attaches to handle with swivel joint
__ handle length approximately 5'

**DUST MOP - DISPOSABLE**
__ treated by manufacturer with cationic, anti-static, dust attractant preparation
__ dust mop head attaches to handle with swivel joint
__ handle length approximately 5'

**DUST CLOTHS - TREATED**
__ disposable
__ treated

**DUST PAN**
__ constructed of nonmetallic material
__ eyelet or hook for hanging on cart

**DUSTING TOOL - LAMBS WOOL DUSTER**
__ extending handle
__ lambs wool

**FLOOR MACHINE POLISHING PADS**
__ polyester construction
__ minimum pad thickness of 3/4"
__ designed for dry polishing with 1000 rpm floor machine
__ 3 M Company - "Scotch-Brite brand 51 Line White Super Buffer Pad"

**FLOOR MACHINE SPRAY BUFF PADS**
__ polyester construction
__ minimum pad thickness of 3/4"
__ designed for spray buffing with 1000 rpm floor machine
__ 3 M Company - "Scotch Brite brand Super High Speed Buffer Pad"

**FUNNEL**
__ constructed from chemically resistant plastic
__ ½ pint capacity

**INSPECTION MIRROR**
__ hand size

**LINERS FOR CUSTODIAL CART OR TRASH COLLECTION BARRELS**
__ minimum 1 1/2 Mil polyethylene
__ sized to fit custodial trash barrel and shelf-type custodial carts

**LINERS FOR TRASH RECEPTACLES**
__ minimum 1-Mil polyethylene for smaller receptacles
__ minimum 1 1/2-Mil polyethylene for larger receptacles
__ sized to fit various size trash receptacles

**MEASURING CUP**
__ constructed from chemically resistant transparent plastic
__ 1 ounce and ½ gradients
__ minimum capacity of 16 ounces

**MOP BUCKET AND WRINGER**
__ constructed from chemically resistant structural plastic
__ "CAUTION-WET FLOOR" and international symbol for slippery floor printed on 2 opposite sides of bucket
__ metallic bales
__ removable, swivel non-marking casters
__ down pressure wringer
__ bucket capacity approximately 32 quarts and marked with 1 gallon gradients

**PAIL**
__ constructed from chemically resistant plastic
__ metallic bale with plastic grip
__ pouring spout
__ capacity approximately 2 gallons with 1 quart gradients

**PUSH BROOM**
__ brush head constructed from chemically resistant plastic approximately 18" in length
__ synthetic fiber, self-flagging bristles
__ for exterior use
__ attaches to extending handle

**PUTTY SCRAPER**
__ metallic blade approximately 2" wide

**"REST ROOM CLOSED" SIGNS**
__ signs must conform to OSHA Standard 1910.44 safety color code for marking physical

__ constructed of durable plastic
__ stand alone
__ must bear words "REST ROOM CLOSED"

**RUBBER GLOVES**
__ chemically resistant synthetic or rubber construction
__ waterproof
__ small, medium, large and extra-large sizes

**SAFETY GOGGLES**
__ OSHA approved

**SPRAY BOTTLE**
__ chemically resistant plastic construction
__ transparent or translucent
__ 22 ounce capacity with 1 ounce gradients
__ pistol-grip type sprayer with adjustable nozzle
__ leak proof when on side or upside down

**SQUEEGEE - GLASS**
__ tempered brass, stainless steel, or aluminum channel
__ rubber blade
__ approximate blade width 14" to 18"

**SWIVEL PAD HOLDER AND ABRASIVE PADS**
__ pad holder constructed from chemically resistant plastic
__ 360 degree swivel pad holder
__ 2 abrasive pads, fine and medium
__ attaches to extending handle

**TOILET BOWL MOP**
__ chemically resistant plastic construction
__ synthetic fiber mop head
__ pliable squeeze cup

**UTILITY BRUSH**
__ soft, synthetic fiber bristles
__ constructed from chemical resistant plastic
__ hand size with short handle

**WEDGE MOP**
__ cotton string dust mop head with looped-end strings
__ dust mop head attaches to handle with swivel joint
__ washable and re-treatable with paraffin based, soil attracting compound
__ handle length approximately 5'
__ washed and treated by an off-site dust mop rental service
__ for use on stair steps and hard-to-reach areas

**WET MOP**
__ cotton and synthetic fiber mop head with looped end strings
__ stitched tail band
__ quick release type mop handle constructed from chemically resistant plastic
__ 20 to 32 ounce mop head
__ hollow core, light weight screw-type handle approximately 5' in length
__ mops shall be color-coded as follows: rest rooms, general purpose, stripping, refinishing

| HAND TOOL SUPPLY LIST (QUANTITY NEEDED) | | |
|---|---|---|
| ITEM | SUPPLIES | QTY |
| **CLOSET SET – "JC"** | | 21 |
| | Cart Liners * | |
| * = may be shared by | Trash Liners * | |
| workers using the same | Measuring Cup * | |
| closet | Disposable Cloths ** | |
| | Pail * | |
| ** = may NOT be shared | Funnel * | |
| shared by workers | Detergent Concentrate * | |
| using the same closet | Germicide Concentrate * | |
| | Glass Cleaner * | |
| | Dispensing Pumps * | 2 |
| | Empty Gallon Bottles * | 2 |
| | Treated Dust Cloths ** | |
| **CART SET – "CAR"** | | 21 |
| | Custodial Cart | |
| | Cart Liners | |
| | Fireproof Ash Receptacle | |
| | Rubber Door Stop | |
| **ABOVE FLOOR CARE SET – AFC"** | | 21 |
| | Disposable Cloths | |
| | Treated Dust Cloths | |
| | Nylon Abrasive Pads | |
| | Lambs Wool Dusters | 2 |
| | Counter Brush | |
| | Detail Brush | |
| | Utility Brush | |
| | Detergent Solution | |
| | Germicide Solution | |
| | Trigger Sprayers | 3 |
| | Spray Bottles | 3 |
| | Cleanser | |
| | Trash Liners | |
| **NON-CARPETED FLOOR CARE SET – "FC"** | | 21 |
| | Broom | |
| | Push Broom | |
| | Dust Pan | |
| | Corner Brush | |
| | Deck Brush | |
| | Drain Brush | |
| | Putty Knife | |
| | Dust Mop Handle & Head | |
| | Damp Mop Handle & Head | |
| | Wedge Mop Handle & Head | |
| | Swivel Pad Holder & Handle | |
| | Swivel Pad Heads | |
| | Mop Bucket & Wringer | |
| | Signs – " Caution – Wet Floor" | 2 |
| | | |
| | | |
| | | |

| HAND TOOL SUPPLY LIST (QUANTITY NEEDED) | | |
|---|---|---|
| **REST ROOM CARE SET – "RRC"** | | 21 |
| | Bowl Mop | |
| | Inspection Mirror | |
| | Rubber Gloves | |
| | Safety Goggles | |
| | Tool Caddy | |
| | Acid Bowl Cleaner | |
| | Sign - "Rest Room Closed" | 1 |
| | Disposable Cloths | |
| | Bowl Caddy | |
| **CARPETED FLOOR CARE SET - "VAC"** | | 21 |
| | Upright Vacuum Cleaner | |
| | Vacuum Cleaner Bags | |
| | Extension Wand | |
| | Upholstery Brush | |
| | Carpet Stain Remover | |
| | Aerosol Gum Remover | |
| | Crevice Tool | |
| **FINISHED FLOOR SET - "BUFF"** | | 14 |
| | Floor Machine – High Speed | |
| | Buffing Pads – High Speed | 3 |
| | Spray Buffing Solution | |
| | Trigger Sprayer | 1 |
| | Floor Machine – Regular Speed | |
| | Buffing Pads – Regular Speed | 3 |
| | Spray Buffing Solution | |
| | Trigger Sprayer | 1 |

**MINIMUM EQUIPMENT QUANTITIES**

| EQUIPMENT DESCRIPTION | Quantity Needed |
|---|---|
| CARPET EXTRACTION SYSTEM | 2 |
| CARPET VACUUM, MEDIUM WIDTH | 25 |
| CUSTODIAL CART-BARREL-TYPE | 23 (2xTCW) |
| FLOOR MACHINE, HIGH SPEED | 11 |
| FLOOR MACHINE, REGULAR SPEED | 4 |
| MOP BUCKET & WRINGER SET | 24 |
| PILE BRUSH AND VACUUM | 1 |
| WET/DRY TANK VACUUM | 2 |
| LITTER VACUUM | 1 |

# XI. STAFFING DEVELOPMENT

# XI. STAFFING DEVELOPMENT

## 1. METHODOLOGY

This RFP is to cover custodial service staffing and supplies for 28 buildings/21 locations, totaling approximately 145,000 interior square feet. Monday through Sunday custodial services are required for day and evening shifts; weekend and holiday services are limited to day shift only. **Proposers are required to submit their own staffing recommendation as part of this RFP.**

Routine duties vary according to area type as stated in the Tasks & Frequencies Routine Work section of this Request for Proposals. The methodology of work is based on the "area complete" concept, whereby, one individual is responsible for performing all routine tasks in a given area. If the frequencies required for cleaning each area of a given building does not yield "clean" assignment areas, Contractor shall either add or subtract tasks until a constant “clean” work area is achieved with the approval of the Contract Administrator; excluding the services listed in Cost Proposal schedule 2.

**Proposers are required to participate in the mandatory pre-bid conference and Facilities Tour to determine their own staffing recommendation to best service the requirements of this Contract.**

## 2. WORK ASSIGNMENT DOCUMENTATION

The statistical information regarding square footage is provided for informational purposes only. Since some area types, such as rest rooms, are inherently more labor intensive than others, square footage is not an accurate measure of the amount of work to be performed.

For type and time of shift work to be performed at each location, refer to schedule as follows:

* D = DAY SHIFT ROUTINE CUSTODIAN DUTIES; M–F, SHIFT HOURS 8:00 AM – 4:30 PM

* E = EVENING SHIFT ROUTINE CUSTODIAN DUTIES; S-TH, SHIFT HOURS 5:00 PM – 1:30 AM

* M = MORNING SHIFT RUTINE CUSTODIAN DUTIES; M-F SHIFT HOURS 5:00 AM – 1:30 PM

**NOTE:**

Shifts start and finish time may vary 1-hour from building to building. The City does not assign specific time allowances for “Routine Tasks” performed by day and evening custodians.

| Facility Name | Address | # Emp (Est.) | Hours of Operation** | Total Requested Hours | Work Shift |
|---|---|---|---|---|---|
| Maxie L Parks Community Center | 1802 W California Ave | 12 | 0900 – 2000 M – F 1300 – 1700 S-S | 4 hours | M 0700 - 1300 |
| Einstein Playground | 3566 E Dakota Ave | 3 | 1500 – 1900 M – F | 2 hours | M;D;E |
| Mosqueda Community Center | 4670 E. Butler Ave | 30 | 0900 – 2000 M-F | 6 hours | M;D;E |
| Planned Maintenance | 665 Fulton | 15 | 0600 – 1700 M-Sun | 4 hours | M;D 0700 - 1300 |
| Len Ross Center | 2134 N. Fine Ave | 9 | 0700 – 2000 M - Sun | 2 hours | M:D 0700 - 1100 |
| RSC Office | 1707 W. Jensen Ave | 5 | 1000 – 2200 M - Sat | 2 hours | M;D |
| Frank H Ball Community Center | 760 Mayor St | 5 | 1500 – 2000 M – F | 4 hours | M; D 0700 - 1300 |
| Holmes Community Center | 212 S First St | 7 | 0900 – 2000 M – F 1300 – 1700 S-S | 4 hours | M; D 1000 – 1400 |
| Lafayette Playground | 1516 E Princeton Ave | 5 | 1500 – 1900 M – F | 2 hours | M; D |
| Quigley Rec Center | 808 W Dakota Ave | 5 | 1500 – 1900 M – F | 2 hours | M;D |
| Romain Community Center | 745 N 1st St | 10 | 0900 – 2000 M – F 1300 – 1700 S-S | 4 hours | M;D; 0600 - 1300 Excluded: Headstart Building |
| Ted C Wills Community Center | 770 N San Pablo Ave | 30 | 0900 – 2000 M – F 1300 – 1700 S-S | 6 hours | M;D 0900 – 1500, Excluded: Headstart and the Library |
| Mary Ella Brown Community Center | 1350 E Annadale Ave | 30 | 0900 – 2000 M – F | 4 hours | M;D |
| Pinedale Community Center | 7170 N San Pablo Ave | 8 | 0900 – 2000 M-F 1300 – 1700 Sat | 3 hours | M;D |
| Dickey Youth Development Center | 1515 E Divisadero St | 30 | 0800 – 2000 M – F | 4 hours | E 1800 - 0100 |

| | | | | | |
|---|---|---|---|---|---|
| Sunset Community Center | 1345 W Eden Ave | 9 | 0900 – 2000 M – F | 2 hours | M |
| Fink White Community Center | 535 S Trinity St | 5 | 1500 – 1900 M – F | 2 hours | M;D |
| Melody Park Playground | 5935 E Shields Ave | 7 | 1500 – 1900 M – F | 2 hours | M;D |
| El Dorado Recreation Center | 1343 E Barstow Ave | 5 | 1500 – 1900 M-F 1300 – 1700 S-S | 1 hour | M;D |
| Highway City Community Center | 5140 N State St | 11 | 1500 – 1900 M – F | 2 hours | M;D |
| Inspiration Community Center | 5770 W Gettysburg | 9 | 0900 – 1900 M-F 1300 – 1700 S-S | 4 hours | M;D |

** Operating or schedule hours are listed in military time, Monday through Sunday. NOTE: Some facilities may change hours of operation. There is also the requested amount of time required at each location.

# XII. FORMS

# APPENDIX A: FORMS

## 1. NEEDED REPAIRS REPORT

NOTE: All critical, priority or emergency items must be reported immediately to either the Contract Administrator or the Contract Coordinator or the appropriate department.

---

Description of Item:_____

_____

_____

_____

_____

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_____

Location:_____

_____

_____

Reported By:_____ Date:_____ Time:_____

---

For Contract Administrator Use Only

Remarks:

# APPENDIX A: FORMS

## 2. PROJECT WORK ORDER

Work Order No._____

| PROJECT | AREA | EST UNIT QUANTITY | UNIT BID PRICE | EST TOTAL PRICE | DATE SCHEDULED |
|---|---|---|---|---|---|
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Requested By:_____ Date:_____
Contract Supervisor

Approved: _____ Date:_____
Contract Administrator

Denied: _____ Date:_____
Contract Administrator

Remarks: _____

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# APPENDIX A: FORMS

## 3. SHIFT REPORT

| ASSIGNMENT NUMBER | EMPLOYEE NAME | HOURS BUDGETED | HOURS WORKED |
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Contract Supervisor:_____ Date:_____

# APPENDIX A: FORMS

## 4. WEEKLY STATEMENT ROUTINE CLEANING HOURS WORKED

WEEK ENDING:_____

| AREA ASSIGNMENT NUMBER | EMPLOYEE NAME | HOURS WORKED | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | MON | TUE | WED | THU | FRI | SAT | SUN | TOTAL |
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| | TOTALS | | | | | | | | |

Contract Supervisor:_____ Date:_____

# APPENDIX A: FORMS

## 5. WEEKLY STATEMENT - PROJECTS COMPLETED

WEEK ENDING:_____

| WORK ORDER # | AREA | START DATE | COMPLETE DATE | PROJECT NUMBER | UNIT COUNT | UNIT PRICE | REIMBURSABLE ITEMS | TOTAL PRICE |
|---|---|---|---|---|---|---|---|---|
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Contract Supervisor:_____ Date:_____

# APPENDIX A: FORMS

## 6. INDIVIDUAL TRAINING RECORD

EMPLOYEE NAME:_____

DATE OF EMPLOYMENT:_____

| DATE | SUBJECT MATTER | INSTRUCTOR/METHOD |
|---|---|---|
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# APPENDIX A: FORMS

7. CITY OF FRESNO CUSTODIAL CONTRACT INSPECTION FORM



Date:_____ Building:_____ Floor:_____ Room or Location:_____

Work Assignment Number:_____ Assigned To:_____ Inspected By:_____

| X= Not Acceptable | DUST. LITTER, AND SOIL REMOVED | SPOTS AND STAINS REMOVED | VACUUMED | MOPPED | BUFFED | EMPTIED | SUPPLIED | DESCALED |
|---|---|---|---|---|---|---|---|---|
| CEILING: | | | | | | | | |
| Surface | | | | | | | | |
| Vents & Diffusers | | | | | | | | |
| Light Fixtures | | | | | | | | |
| WALLS: | | | | | | | | |
| Surfaces | | | | | | | | |
| Moulding | | | | | | | | |
| Trim | | | | | | | | |
| Ledges | | | | | | | | |
| Fixtures | | | | | | | | |
| Doors | | | | | | | | |
| Push & Kick Plates | | | | | | | | |
| Rails | | | | | | | | |
| Glass | | | | | | | | |
| FLOORS: | | | | | | | | |
| Surfaces | | | | | | | | |
| Baseboards | | | | | | | | |

Date:_____ Building:_____ Floor:_____ Room or Location:_____

Work Assignment Number:_____ Assigned To:_____ Inspected By:_____

| X= Not Acceptable | DUST. LITTER, AND SOIL REMOVED | SPOTS AND STAINS REMOVED | VACUUMED | MOPPED | BUFFED | EMPTIED | SUPPLIED | DESCALED |
|---|---|---|---|---|---|---|---|---|
| FLOORS (continued): | | | | | | | | |
| Corners | | | | | | | | |
| Steps | | | | | | | | |
| Elevator Tracks | | | | | | | | |
| Walk-off Mats | | | | | | | | |
| MISCELLANEOUS: | | | | | | | | |
| Drinking Fountains | | | | | | | | |
| Trash Receptacles | | | | | | | | |
| Furniture | | | | | | | | |
| Dispensers | | | | | | | | |
| Rest Room Fixtures | | | | | | | | |
| Mirrors | | | | | | | | |
| Blinds | | | | | | | | |
| Drapes | | | | | | | | |

COMMENTS:

ALL ITEMS CORRECTED:_____ DATE:_____ VERIFIED BY:_____
DATE:_____
(Assigned Custodian's Signature) (Signature)

# APPENDIX A: FORMS

## 8. CONTRACTOR'S MONTHLY CUSTODIAL SUPPLY INVENTORY

| 1<br>Product Name | 2<br>Previous Inventory Quantity (Date:_____) | 3<br>Additional Quantity Received Since Last Inventory | 4<br>Total of Columns 2 and 3 | 5<br>Current Inventory Quantity | 6<br>Monthly Usage (Column 4 - Column 5) | 7<br>Unit Cost | 8<br>Monthly Supply Cost (Column 6 x Column 7) |
|---|---|---|---|---|---|---|---|
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# APPENDIX A: FORMS

## 9. CUSTODIAL SUPPLIES ISSUED RECORD

| Date | Product | Quantity Received | Signature | Work Assignment |
|---|---|---|---|---|
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# AB-350 Displaced Janitor Opportunity Act. (2011-2012)

SHARE THIS:

AMENDED IN SENATE SEPTEMBER 02, 2011

AMENDED IN SENATE AUGUST 30, 2011

AMENDED IN SENATE AUGUST 15, 2011

AMENDED IN SENATE JUNE 30, 2011

AMENDED IN ASSEMBLY APRIL 27, 2011

CALIFORNIA LEGISLATURE— 2011–2012 REGULAR SESSION

## ASSEMBLY BILL NO. 350

**Introduced by Assembly Member Solorio**
**(Coauthor(s): Assembly Member Lara, Mendoza)**
**(Coauthor(s): Senator Vargas)**

**February 10, 2011**

An act to amend Sections 1060, 1061, and 1064 of, and to amend the heading of Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of, the Labor Code, relating to employment.

## LEGISLATIVE COUNSEL'S DIGEST

AB 350, as amended, Solorio. Displaced Janitor Opportunity Act.

Existing law, the Displaced Janitor Opportunity Act, requires contractors and subcontractors, that are awarded contracts or subcontracts by an awarding authority to provide janitorial or building maintenance services at a particular job site or sites, to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. The act requires the successor contractors and subcontractors to offer continued employment to those employees retained for the 60-day period if their performance during that 60-day period is satisfactory. The act authorizes an employee who was not offered employment or who has been discharged in violation of these provisions by a successor contractor or successor subcontractor, or an agent of the employee, to bring an action against a successor contractor or successor subcontractor in any superior court of the state having jurisdiction over the successor contractor or successor subcontractor, as specified.

This bill would rename the act the Displaced Property Service Employee Opportunity Act and make the provisions of the act applicable to property services, which would consist of licensed security, as defined, window cleaning, food cafeteria and dietary services, janitorial services, and ~~cleaning-related or light~~ building maintenance

procurement pursuant to Sections 46 to 48c, inclusive, of Title 41 of the United States Code shall not be counted.

(h) "Successor property service contract" means a property service contract for the performance of essentially the same services as were previously performed pursuant to a different property service contract at the same facility that terminated within the previous 30 days. A property service contract entered into more than 30 days after the termination of a predecessor property service contract shall be considered a "successor property service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

**SEC. 3.** Section 1061 of the Labor Code is amended to read:

**1061.** (a) (1) If an awarding authority notifies a contractor that the property service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor property service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated property service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor 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 contractor 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. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor property service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor property service contract, shall provide a list of its employees and a list of employees of its subcontractors providing property services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.