

NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
FLAGSHIP FACILITY SERVICES, INC.
FOR
CITYWIDE JANITORIAL SERVICES

THIS AGREEMENT for citywide janitorial services is made by and between the City of San Leandro ("City") and Flagship Facility Services, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of November 6, 2017 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2019, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$589,750.08 for fiscal year 2017-18 and \$610,391.33 for fiscal year 2018-19 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and

the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are not applicable to this agreement.
- 2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED

SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 [one million dollars] per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 **Submittal Requirements.** To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 [one million dollars] and automobile liability insurance for the term of this Agreement in an amount not less \$1,000,000 [one million dollars] per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

4.3.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.
- 4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor’s obligation to defend and indemnify shall not be excused because of the Contractor’s inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until

disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 90 (ninety) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this

Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are

not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

- 10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.8 **Contract Administration.** This Agreement shall be administered by Jennifer Auletta, Deputy Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.9 **Notices.** Any written notice to Contractor shall be sent to:
Jim Mikacich, VP, Business Development
Flagship Facility Services, Inc.
1050 N. 5th Street
San Jose, CA 95112

Any written notice to City shall be sent to:
Jennifer Auletta, Deputy Public Works Director
City of San Leandro
14200 Chapman Rd
San Leandro, CA 94578

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

Exhibit B Compensation Schedule & Reimbursable Expenses

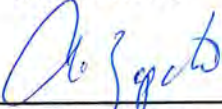
10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO



Chris Zapata, City Manager

FLAGSHIP FACILITY SERVICE, INC



Jim Mikacich, VP, Business Development

Attest:



Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:




David Baum, Finance Director

687-18-001-5350

Account Number

Approved as to Form:



Richard D. Pio Roda, City Attorney

1957063.2 (2015)

EXHIBIT A
SCOPE OF SERVICES

Exhibit A

DELIVERABLES

The Contractor(s) shall maintain the following records in compliance with the terms of RFP 53282:

A. A complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the City's Buildings Supervisor or designee;

B. A schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;

C. A copy of the Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;

D. A list of all cleaning products (brand names) to be utilized, how each will be used, and which ones meet Green Seal Standards;

E. A list of all paper products (brand names) to be provided, the percentage of post-consumer recycled content for each, and which ones meet US EPA Guidelines.

F. A copy of the Contractor's written safety program, IIPP, and signed list documenting safety training of all employees prior to the commencement of the contract;

G. Documented list of employee training programs showing that all employees have been trained according to specifications;

H. The San Leandro Police Department will run security checks of all personnel assigned to work under this contract. ***The following information must be provided to the Public Works Department no less than 30 days prior to any employee's start of work:***

- a. Full Name
- b. Social Security Number
- c. California Driver's License or ID number
- d. Birth Date
- e. Address

The records check will include finger printing; Department of Justice Wanted Person system, California Driver's License check, Alameda County warrant check and review of any local record. The City will be responsible for the costs associated with this process for the first 15 contractor employees. *The cost for additional checks required beyond the initial 15 during the lifetime of the contract shall be borne exclusively by the contractor.* The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

I. A detailed written work plan, which shall include the following:

- a) Backup staffing plan to cover absenteeism, vacations, etc;
- b) The number and level of supervisors proposed;
- c) The type and quantity of equipment to be used per building;

J. The Contractor shall provide a list of type and quantity of equipment that will be utilized at each location in the performance of this contract. A copy of the specification of each type of equipment shall be attached to the proposal. The submitted equipment shall be kept current and operating in all facilities at all times for the life of the contract.

For general purpose vacuums and vacuums for low pile carpet, Contractor is encouraged to use vacuums approved by the Carpet and Rug Institute (CRI) Green Label Program to reduce building contaminants. For a list of certified vacuums, visit http://www.carpet-rug.org/documents/technical_bulletins/Test_Method_113.pdf

K. City of San Leandro business license;

L. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the City of San Leandro as an additional insured.

TERMS OF CONTRACT

The term of the Contract shall be fixed from start of service by Contractor and shall end on June 30, 2019.

Subcontracting - No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Requests to subcontract all or any portion of services required by this contract will be submitted to the City's Buildings Supervisor, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services inside the Public Safety building shall have successfully passed a background check prior to commencing work in that building. *Contractor shall bear the expense of any subcontractor background checks.*

Labor Strike - Contractor shall be responsible for its own labor relationships and shall negotiate and be responsible for resolving any and all disputes between itself and its employees or any union representing its employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, will delay, or threatens to delay, the timely performance of services under this contract, Contractor shall immediately give written notice thereof to the City's Buildings Supervisor, or his designee. It shall be the Contractor's responsibility to provide continuous services, without interruption, to all buildings and facilities specified herein throughout the term of the contract. In the event of a labor strike, Contractor shall provide the means, at Contractor's expense, to provide continuous services in full compliance with contract requirements. Failure to do so will cause the City to take whatever action is necessary to provide the services. If, in doing so, City incurs costs in excess of those that would have been paid to the Contractor for the same services, these excessive costs shall be paid by the Contractor.

Force Majeure - Neither party to the Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement.

Termination – If, in the City's determination the Contractor violates any of the conditions or covenants of the Contract Documents, including refusal or failure to prosecute the Work or any separable part thereof with diligence and in accordance with the schedule specified by the Contract Documents, or if the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or the Contractor or any of Contractor's subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's best interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a notice of termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of notice of termination, and except as directed by the Public Works Director or his/her designee, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this clause, immediately proceed with the following obligations:

- a) Stop Work as specified in the notice.
- b) Complete any Work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- c) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- d) Terminate all subcontracts or vendor agreements to the extent that they relate to the portions of the Work terminated.
- e) Place no further subcontracts or orders, except as necessary to complete the continued portion, if any, of the Contract.
- f) Submit to the Public Works Director within ten (10) days from the effective date of the notice of termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials, machinery, equipment, tools and supplies through the effective date of the notice of termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract documents to incur, shall: (i) be submitted to and received by the Director no later than thirty (30) days after the effective date of the notice of termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the City's Termination."

In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, all actual reimbursable costs incurred according to the provisions of this Contract.

The Contractor may terminate the Contract upon ten (30) days written notice to the City, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume the Work or to terminate the Contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any undisputed billings in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for Work performed as of the date of termination.

Unforeseen Difficulties - All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

Permits and Codes - The selected proposer will comply with all laws, codes, rules and regulations of the State, County and City applicable to the work to be performed at the City's location(s). The proposer, who shall pay all lawful charges, shall obtain all permits lawfully required.

Wage Rate – This contract requires compliance with the City's Living Wage Rate, (See Attachment D – living wage).

SECTION 2. GENERAL PROVISIONS

The work covered under this contract consists of performing all operations in connection with the accomplishment of janitorial services in the buildings. The contractor shall furnish all labor, supplies, materials, equipment and supervision to perform satisfactorily the services specified herein at the frequencies and during the times shown.

Equipment & Facilities Inspection: The City of San Leandro reserves the right to inspect and evaluate the suitability of all proposed equipment and bidder's facilities to be used in performance of the contract prior to making an award. This inspection process will be a critical part of the proposal evaluation.

Security: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. All spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to designated contractor employee on a custody receipt and shall be returned to the City on demand. Keys are assigned to specific contractor employees and shall not be shared between contract staff nor handed off to another contract employee. Any loss of keys must be reported to the City's Buildings Supervisor immediately. A charge of twenty-five dollars (\$25.00) will be made for each lost key. Keys are to be made only by the City. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be totally responsible for all costs incurred by the City in re-keying the lock system. Contractor is advised that this process could be quite costly. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the contractor is in the space. Do not block open occupant or exterior doors for any reason. Do not assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress, and turning off all lights when work is completed.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

NOTE: The contractor shall make him/herself aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of City business.

Person-Hours: The Contractor shall provide no less than the minimum number of estimated hours per day or evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

Estimated Quantities: The quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

Staffing and Personnel

A. Supervisors - The Contractor shall designate in writing to the City's Buildings Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 AM through 5:00 PM. The Contractor's Project Manager shall be the contract supervisor. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

Contractor shall meet in conference with the City's Buildings Supervisor or designee at a time to be specified for administration of work, including review of inspection reports if requested. (City staff will be responsible for completing weekly inspection reports on all facilities).

At a minimum, inspection reports for the previous one-month period shall be reviewed by the City's Buildings Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.

B. Personnel - Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Buildings Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

C. Employee List - The Contractor shall provide to the City's Buildings Supervisor an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Buildings Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the City's Buildings Supervisor, unless it is after hours, then the next business morning shall be acceptable.

D. Removal of Staff - The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. It is the responsibility of the Contractor to provide the proper training for their employees. The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation of these rules, or those established by the City, by the Contractor's personnel shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Purchasing Agent, for repeated non-compliance of these rules.

E. Backup Staff - The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

F. Unauthorized Personnel - Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

G. Identification and Uniforms - The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt

and full-length pants, and be mutually agreed to by the Contractor and City. Closed-toe and heeled shoes shall be worn for proper safety of tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities. It is also desirable that vehicles used by the Contractor's employees be identifiable. This could be accomplished by temporary fixation of signage on the dashboard indicating the Contractor's name, or other method mutually agreed upon by Contractor and City.

H. Prohibited Items - Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

I. City and Personal Property of City Personnel - The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, typewriters, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Buildings Supervisor within twenty-four (24) hours.

Safety Program

The Contractor shall submit to the City, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:

- A. Safe work habits
- B. Safe use of cleaning chemicals (right-to-know) MSDS Sheets
- C. Safe use of cleaning equipment
- D. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
- E. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
- F. Recognizing hazardous or other materials, which are not allowed for use in this contract.

Safety Procedures

- A. All cleaning chemicals shall be stored in properly labeled containers at all times.
- B. The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
- C. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be submitted to the City's Buildings Supervisor.

Employee Training Program

- A. The Contractor's employees shall be trained in the following areas, prior to being assigned to work:
 - 1. Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements;
 - 2. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
 - 3. Specific location training. Please note that staff assigned to the Jail will require additional training, both for police procedures and in cleaning technique.
- B. Prior to commencement of this contract, the Contractor shall submit to the City's Buildings Supervisor a complete documented training list. Failure to do so may result in delay of the Contractor's Notice to Proceed or in termination.
- C. All employees hired after the start of the Contract shall be trained in the same manner stated above. Documentation shall be submitted to the City's Buildings Supervisor prior to the employee starting work at City facilities.

Cleaning Schedule

- A. Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility (see specific information on hours for each building listed in Attachment A – please note information related to the Marina Community Center and Senior Community Center, as they are unique buildings). These times are subject to change under the direction of the City's Public Works Director.
- B. The Contractor shall provide the City's Buildings Supervisor a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
- C. In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 PM. All cleaning shall be completed before the start of next normal business day.
- D. The Contractor shall maintain a schedule for floor stripping, waxing, carpet cleaning and hot water extraction for all City facilities, and provide to the City's Buildings Supervisor a copy of the monthly completed and scheduled work on the first workday of every month.
- E. The Contractor shall maintain a schedule for annual interior and exterior window washing and provide to the City's Buildings Supervisor a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the completed work on the first workday following completion of work.

Performance Standards

- A. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

B. The Buildings Supervisor or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The City's Buildings Supervisor shall also notify the Contractor of written complaint(s) received from building occupants. During the normal business hours for each facility, the Contractor shall be required to respond to any major problem(s) within two (2) hours, once notified by the City's Buildings Supervisor or designee, or be charged a deduction.

C. The City's Buildings Supervisor or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.

D. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The City's Buildings Supervisor or designee shall have authority to classify a complaint as major or minor.

E. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.

F. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings.

The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the Purchasing Agent may exercise the City's right to terminate for default.

G. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

Liquidated Damages - Failure of the Contractor to respond to problems referred to them by the City within the time limits established above shall result in the following deductions from invoiced payments:

- a) Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
- b) Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);
- c) Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
- d) Continued reporting of major and minor compliance failures of 5 or more for any month will result in a **10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST**;
- e) Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a **10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST**

on the next payment. (Inspection reports will be discussed weekly between the Contractor's Project Manager and the City's Buildings Supervisor or designee such that the Contractor will be informed by the City of the afore-stated process.

SECTION 3. TECHNICAL SPECIFICATIONS

The following specifications are provided to allow prospective proposers the opportunity to submit their proposals on equipment and services which the proposer feels best meet or exceed the City's requirements.

General

The contractor shall furnish all labor, material, equipment and other services necessary for the complete janitorial cleaning at all facilities specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application.

Janitorial Crews' Duties

These duties are to be performed by janitorial crews assigned to clean the buildings during non-business hours. The timeline for how often each task is to be performed (daily, weekly, monthly, etc.) at a specific building are provided in Attachment A. In case of discrepancies in frequency of services to be performed between those indicated here and in Attachment A, the timeframes shown in Attachment A take precedence.

A. General Tasks – Daily or as specified in Attachment A for each particular building.

1. Trash and Recycling Receptacles - All waste receptacles, recycling containers, and other trash containers within the building shall be emptied each night and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container and trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle and marked "trash" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of trash within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. **DO NOT DRAG TRASH BAGS.** Liquid leaking from plastic bags being moved from trash receptacles shall be immediately cleaned.

2. Trash and Recycling Storage Areas - All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.

3. Outside Entrances and Steps - Porches, handicap ramps, steps, fire escape stairways, basement stairways, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and trash. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.

4. Cigarette Containers - Verify all cigarette butts and ashes are extinguished and cool. Empty reservoir or strain the sand to remove ashes and debris. Loosen and level the sand, add additional sand, as required, to maintain appropriate level. Pick up and dispose of all cigarette butts located within 5 feet of all cigarette containers.

5. Entrance Mats - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all

visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath, and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.

6. Entrance Doors - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.

7. Entrance Floors Inside - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

8. Phone Booths/Pay Phones - Wipe receiver with germicidal cleaner, and dry with a clean dry cloth. Wipe all other surfaces and surrounding walls, doors, glass, etc. with appropriate cleaners. This includes all public phones located inside and outside the building on City property.

9. Drinking Fountains - Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.

10. Internal Building Surfaces and Walls - Remove smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.

11. Carpeted Areas - All carpeted areas shall be vacuumed free of all visible debris at every service (Goal for 100% of all areas to be vacuumed a minimum of once per week). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and trash receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.

12. Carpet Spot Cleaning - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.

13. Non-Carpeted Floors - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area, including under chairs, trash receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.

14. Tables, Counters, Desks, Chairs, Sofas - Remove any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Chairs and sofas, where applicable, shall

have cushions lifted for the purpose of the removal of any trash. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by City.

15. Elevators - Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.

16. Stairs and Stairwells - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All trash shall be picked up.

17. Break room/Concession/Kitchenette Area - Refill soap dispensers and paper dispensers as defined below in B.2. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables and chairs.

B. Restroom Cleaning – Daily

1. Clean and Disinfect Toilets and Urinals - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Contractor's supervisor shall report all plumbing discrepancies to the City Project Manager.

2. Paper Products Dispensers – At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the City Project Manager. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.

Coreless bathroom tissue and other similar products may be considered, but cannot be utilized without prior approval from the City's Buildings Supervisor.

3. Soap Dispensers – At minimum, soap dispensers shall be filled to within 2" of the top with foam or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.

4. Trash Receptacles - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.

5. Counter Tops and Sinks - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.

6. Diaper Changing Stations and Other Surfaces - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.

7. Walls, Partitions, and Doors - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.

8. Shower Walls and Floors - Wash shower walls, curtains, shower floors, bathtub areas using an approved germicidal cleaner. Clean the shower drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.

9. Floors - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.

10. Mirrors - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

C. General Tasks – Weekly or as otherwise specified in Attachment A for each building.

1. Vertical/Horizontal Blinds - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.

2. A/C Supply Vents, Returns and Exhaust Fan Grills - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.

3. Dusting - Dust all surfaces, including windowsills, banisters, hand rails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of book shelves and cabinets, etc. with a treated microfiber cloth, or yarn duster up to 80 inches from the floor. Public computers in all library buildings are included for dusting. Dusting shall NOT be done on the following surfaces: employees' desks, employees' computers, and shelving within a bookcase (see specific directions noted for dusting of library book shelves).

4. Non-Carpeted Floors – Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.

5. Storage Areas/Closets – Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.

6. Mop Heads – Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

D. Restroom Cleaning – Weekly or as otherwise specified in Attachment A for each building

1. Floor Drains – Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.

2. Restroom, Locker and Shower Floor – All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

E. General Tasks – Monthly

1. Furniture - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.

2. Clean all outside lights attached to building exteriors (up to a height of 15 feet) – remove cobwebs from lens covers and lamp housing.

F. General Tasks – Quarterly or as otherwise specified in Attachment A for each building

1. Cubicle Walls/Furniture - Vacuum all cubicle walls and cloth furniture.

2. High Dusting - Dust all surfaces between 80” and 18’, including walls and ceiling tiles/vents. Remove all dust and cobwebs.

3. Woodwork - Clean and polish all real woodwork. Woodwork shall be free of smudges, fingerprints and shall have a uniform appearance.

Definitions

The following definitions apply unless otherwise noted.

Daily: Shall mean five (5) days per week, Monday through Friday, excluding holidays when service need not be performed, unless otherwise noted.

Holidays: Annual Holidays include –

- | | |
|--------------------------|---------------------------|
| • New Year's Day | January 1 |
| • Martin Luther King Day | 3rd Monday in January |
| • Lincoln's Birthday | February 12 |
| • Washington's Birthday | 3rd Monday in February |
| • Memorial Day | Last Monday in May |
| • Independence Day | July 4 |
| • Labor Day | First Monday in September |
| • Veteran's Day | November 11 |
| • Thanksgiving Day | 4th Thursday in November |

- Day after Thanksgiving
- Christmas Day

Friday after Thanksgiving
December 25

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday. Contractor shall be notified in advance if certain City buildings have additional closure dates.

Weekly: Shall mean one day per week.

MWF; TTh: Shall mean on Mondays, Wednesdays and Fridays; shall mean Tuesdays and Thursdays.

Monthly: Shall mean once per calendar month. All such work performed and completed in the last week of each month.

Quarterly: Shall mean every three calendar months. All such work to be performed and completed in the last week of September, December, March and June, unless otherwise arranged with the Buildings Supervisor.

Semi-Annually: Shall mean every six calendar months. All such work to be performed and completed in the last week of April and October, unless otherwise arranged with the Buildings Supervisor.

Annual: Shall be once per year, to be performed and completed in the last week of October, unless otherwise arranged with the Buildings Supervisor.

As-Needed: Shall be determined by Buildings Supervisor.

Ceramic Tile Sealer: Apply protective sealer finish which adds luster but does not build up on floor surface.

Clean: Remove all dirt, stains and marks with approved cleaner.

Damp Mop: Remove all surface dirt and stains with a mop and warm water containing detergent or floor cleaner as required and rinse.

Damp Wipe: Remove all surface dirt with a damp cloth.

Dust: Remove all loose dirt and debris. Treated cloths shall be used.

Hi-Speed Buffing: Hi-speed buffing machine shall be used to apply protective sheen on wax floors where specified.

Scrub: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pads.

Spray-Buff: Use floor machine equipped with spray buff pad. Apply solution and buff until dry.

Strip: Remove accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.

Sweep: Remove all loose dirt and litter with sweeping tool and treated cloth; in places difficult to sweep, use brush or vacuum.

Vacuum: Remove all surface and embedded dirt with a high efficiency filter suction cleaner (Filtering down to particles 1 micron in size).

Wax: Apply appropriate number of coats of approved floor finish.

Facilities, Utilities, Supplies and Equipment

A. Facilities - The City shall provide, without cost to the Contractor, janitorial closets or a designated place in each building. These areas shall be kept clean and neat by the Contractor at all times and shall only be used for the intended use (i.e. eating may not occur nor storage of any food or personal items). Supplies shall be stored in their proper place when they arrive. Empty boxes, bottles, containers, etc. shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.

B. Utilities - The City shall furnish all utilities to the Contractor at existing outlets. Any modifications to existing outlets for the Contractor's convenience shall be at the Contractor's expense. Prior written approval for any alteration shall be obtained from the City's Buildings Supervisor. The Contractor's Project Manager shall arrange for the work to be done and the costs shall be charged to the Contractor.

C. Telephones - The City telephone policy limits use of its telephone extensions on the City system to calls relating to City business. The Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be the responsibility of the Contractor.

D. Janitorial Supplies - The Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047).

The Contractor shall supply all products such as, toilet paper, hand towels, toilet seat covers, and hand soap, for all locations serviced under the contract. Products supplied shall be those designed for use in installed holders. The City reserves the right to change these specifications, including installed dispensers, throughout the life of the contract.

Contractor must comply with all applicable sections of the City's Environmentally Preferable Purchasing (EPP) Policy including, but not limited to:

- All janitorial paper products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines found at www.epa.gov/cpg. Specifically, the following minimum post-consumer recycled content percentages apply: paper towels – 40% post-consumer; bathroom tissue – 20%; and paper napkins – 30%. In addition, janitorial paper products shall be unbleached or processed without chlorine or chlorine derivatives.
- Contractors shall supply industrial and institutional cleaning products, including general-purpose, bathroom, glass and carpet cleaners, that meet Green Seal's Industrial and Institutional Cleaning Standard, GS-37. Contractor shall use products that meet Green Seal's standard for industrial and institutional Floor Care Products, GS-40, and Green Seal's industrial and institutional Hand Cleaners, GS-41 (please note that the City hand soap dispensers are foam, the non-cartridge format).

Manufacturers of plastic trash liners shall be in compliance with the State of California's Recycled Content Trash Bag Program, <http://www.calrecycle.ca.gov/BuyRecycled/TrashBags/>. All questions pertaining to the EPP Policy shall be directed to the City's Recycling Program staff at 510-577-6026. A copy of the City's EPP Policy can be found online at <http://www.sanleandro.org/depts/pw/es/epp.asp>.

Supplies

Please note that in cases of any contradictions, complying with the City's EPP Policy and proper sizing for installed dispensers takes precedence. *Supplies are part of the proposal.*

1. Toilet paper 4 ½" x 4 ½", 2-ply, 500 sheets per roll, white.
2. Jumbo tissue 2-ply, white, properly sized for installed dispensers.
3. Hand towels properly sized for installed dispensers with a minimum tensile strength of 15 in both directions.
 - a. Multi-fold 9 ¼" x 9 ½", 250 per package, natural.
 - b. Single-fold 9 ½" x 10 5/8", 250 per package, natural.
 - c. Narrow-fold 9 ½" x 9 ½", 250 per package, natural.
 - d. C-Fold 10 ¼" x 13 ¼", 250 per package, natural.
4. Roll Towels
 - a. Perforated 9" x 11", 2-ply, 250 sheets per roll, white.
 - b. Non-perforated sized for installed dispenser.
5. Toilet Seat Covers sized for installed dispensers.
6. Hand Soap (FOAM) - pH balanced; biodegradable; germicidal; antimicrobial skin cleaner, effective against a wide range of microorganisms; containing no alcohol.
7. Trashcan liners - high-density poly.
8. Chemical Supplies: This list is not inclusive, but the minimum standards required:
 - a. Graffiti cleaner
 - b. Carpet spot remover/cleaner
 - c. Disinfectant
 - d. Germicide
 - e. Mild detergent
 - f. Metal cleaner/polish
 - g. Furniture polish
9. The Contractor shall maintain a minimum of one (1) week's supply of all paper supplies in all facilities at all times during the life of the contract that can be utilized by City personnel for the purpose of restocking the facilities' dispensers.
10. Maintain a minimum of one biohazard kit at the Public Safety Building at all times.

Day Porter

This position will be stationed out of the Public Safety Building (PSB) and will be responsible for maintaining the PSB, City Hall, and the South Offices. At the end of the day, a visit to the Main Library will also be made.

Full time staffing scheduled is to be one position assigned Monday thru Friday, plus a half position for the jail on Saturdays and Sundays. There are no provisions for sick leave or vacation coverage. This is a minimum staffing level.

Note: The Jail day porter position is required 7 days per week, 365 days per year (no holidays are observed for this position). City Hall/South Offices duties are not required on weekends or City-recognized holidays.

Jail Safety Requirements: Enter & Exit Instructions

On weekdays if there are any prisoners still housed in the cells, at the custodian's request, the jailer or another assigned person will accompany the custodian while he/she works in the immediate area.

On weekends, the custodian will be accompanied by the jailer or another assigned person at any time that custodian is working in or around any occupied cells.

Prior to Cleaning Jail:

Empty cells will be physically inspected by jailer for graffiti, damage or health hazards. This will be noted in log daily – and initialed by the custodian.

If at any time an occupied cell has to be cleaned, the jailer or supervisor will inform the custodian that the cell needs attention and will move the prisoner to another cell prior to commencement of cleaning.

If a cell is occupied during normal cleaning hours and jailer does not request the cell be cleaned and/or move the prisoner, that cell will not be cleaned until the next day.

Prior to the cleaning of any cell, at any time, it is the responsibility of the jailer on duty to remove from that cell, or cells, any and all items given to the prisoner. This includes any papers, magazines, food wrappers and containers, bottles, blankets, games, pillows, slippers, plastic utensils, toilet paper, soap, toothbrushes, sanitary napkins, towels, food trays, and disposable clothes.

Jail Cleaning Requirements:

Cells to be cleaned will be physically inspected for graffiti, damage or health hazards by the jailer. This will be noted in jail log daily - and initialed by the custodian.

1. Cleaning time – between 7:30 AM and 3:30 PM
2. The jail log will be checked daily for problems and reports of infected cells. After reading that log, the custodian will initial it.
3. On Thursdays, each cell to be cleaned will be sprayed with a pump sprayer with A-33 Airchem Disinfectant, OR equivalent for at least 10 minutes and allowed to stand for an additional 10 minutes before wipe down. The entire cell will be hosed down, squeegeed and mopped. While cleaning any cell, the custodian will wear a hospital Maytex Facemask #3100, OR equivalent, and the appropriate respiratory protection and personal protection equipment (PPE).
4. After spraying, the walls, mattresses, bunks and lavatories will be wiped down. The mattresses will be folded up and the floors will be mopped with a solution of 3M Compublend II quaternary with fragrance, OR current equivalent.
5. All of the concrete floor areas other than the cells will be swept and mopped daily with a solution of 3M Compublend quaternary OR current equivalent.
6. All garbage and recycling receptacles will be emptied and cleaned daily.
7. The shower area will be cleaned and sanitized daily.
8. The kitchenette area will be cleaned and sanitized daily; the interior of the microwave ovens will be inspected daily and cleaned as needed.
9. The office area of the jail:
 - a. will be dry-mopped daily;
 - b. will have the cabinets, shelving and countertops cleaned or dusted weekly;
 - c. The lawyers' conference room will be cleaned as needed.
10. The overhead area will be wiped down once every two weeks and the air vents will be cleaned at least every two weeks.
11. Any lighting found inoperative will be changed or reported immediately.

12. The alcove area outside the jail entrance will be swept daily and washed down when necessary.
13. Communication Center – Each communication center (5 total) shall be thoroughly cleaned (wiped down to remove food/liquid stains) and dusted once per week, as permitted by the Watch Sergeant.

City Hall – The day porter assigned to the jail/City Hall shall start their work day at the jail, and spend 1 hour at City Hall. Day porters shall be used to maintain a neat and clean appearance in all assigned locations on a continuing basis; they shall not be utilized to perform the duties assigned to the night crews.

1. Duties as assigned by the City's Buildings Supervisor. These duties shall be for janitorial type of services only.
2. Spills - Clean all spills immediately. Place safety signs to warn of any danger to the public or employees.
3. Remove all trash, leaves, cigarette butts, and other debris from entrance area. This includes all bench areas outside of the building where employees or citizens take breaks. Clean all glass doors after mid-day. Straighten entrance mats.
4. Building interior - Make rounds throughout the buildings on a continuous basis, spot clean any area that needs attention. Remove trash, debris, and recycling materials next to trash/recycle containers, or overfull containers.
5. Stairs - Inspect stairs and stairwells and remove all trash, debris and recycling materials.
6. Limited Access Area - Vacuum and clean those areas in the building that are limited access areas and must be cleaned while occupants are present.
7. Restrooms - Monitor and refill consumable dispensers as required. Wipe down sinks, counters, mirrors, toilets and urinals as required.
8. Outside Buildings - Outside trash containers shall be emptied once per day or additionally if required. Pick-up all paper, bottles and cans from the building perimeter, grounds, planted areas and parking lot.
9. Break Areas - Wipe off tables, counters, and chairs. Sweep and spot clean floors, and empty trash and recycling containers.
10. Windows - Spot clean all entrance glass and interior windows of smudges, fingerprints, etc.

Swing Shift Weekday Contract Custodians

The prime responsibility of the evening custodians is the cleaning of Civic Center buildings and not routine cleaning in the jail. However, if a prisoner has created a mess that cannot wait until the next morning, at the discretion of the Police shift supervisor, the custodian on duty will be called to clean up. It is imperative that cell-cleaning instructions be followed at all times.

Attachment A Service Locations

It shall be the contractor's responsibility to verify all cleanable square footage per facility. Days and hours for cleaning of each building may be modified at the City's discretion throughout the life of this contract. In case of discrepancies in frequency of services to be performed between those indicated under 'Task Performance Standards', the timeframes shown in this Attachment A take precedence.

A. City Hall – 835 E.14th Street

Estimated Cleanable sq. ft. 50,150

Hours: Monday through Friday 8:30 AM to 6:00 PM

Cleaning Service Days: 5 days – Monday through Friday; between the hours of 7 PM and 5 AM

Notes: Cleaning in the City Manager's Suite shall not begin prior to 7 PM on all Mondays (and Tuesdays after a Monday holiday); janitorial crews shall be cognizant of evening meetings that may occur in various public rooms throughout City Hall, and shall avoid the use of loud equipment/cell phones/loud talking in the vicinity of the rooms, that could be disruptive to these meetings.

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Empty compost bins and replace liners for separated food scraps and food-soiled products in kitchen areas
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean stairwells and elevators
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish and recycling materials
Clean and re-stock kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash/recycle storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean out and disinfect restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Thoroughly clean, sanitize, and disinfect restroom floors
Dust Mayor's Office
Re-stock restroom deodorizers
Buff marble floors

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Clean and disinfect upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

B. Public Safety Building – 901 E.14th Street

Estimated Cleanable sq. ft. 20,318

Hours: 7 Days per week, 24 hrs.

Cleaning Service Days: 7 Days, between the hours of 8 PM and 5 AM

Note separate duties and hours for Day Porter

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins

Empty compost bins and replace liners for separated food scraps and food-soiled products in kitchen areas
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean stairwells and elevators
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Thoroughly clean, sanitize, and disinfect restrooms, locker rooms and shower floors – remove all soap scum, mildew and mold
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

C. South Offices – 999 E.14th Street

Estimated Cleanable sq. ft. 11,475

Hours: Monday through Friday 8:30 AM to 6:00 PM

Cleaning Service Days: 5 Days – Monday through Friday; between the hours of 7 PM and 5 AM

Note: Restrooms need to be cleaned 7 days/week due to use by the adjacent theater. When night meetings take place, cleaner shall refrain from working in/around areas being used for meeting until after meeting has concluded.

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep entryways and mats
Clean entry doors and glass

Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Thoroughly clean, sanitize, and disinfect restroom floors
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

D. Main Library – 300 Estudillo Avenue

Estimated Cleanable sq. ft. 66,300

Hours: Monday through Thursday 10:00 AM to 9:00 PM; Friday 10:00 AM to 5:30 PM; Saturday 10:00 AM to 5:00 PM; Sunday Noon to 4 PM

Cleaning Service Days: 7 Days – Monday through Sunday, between the hours of 10 PM and 7 AM

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Dry-mop dance floor
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Empty compost bins and replace liners for separated food scraps and food-soiled products in kitchen areas
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean stairwells and elevators
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas (be sure to check under cushions for trash)
Clean drinking fountains

Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills, bookshelf tops and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Thoroughly clean, sanitize, and disinfect restroom floors
Re-stock restroom deodorizers
Buff marble floors

MONTHLY SERVICES:

Dust gaps in shelves and along front (does *not* requiring removing books)
Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Clean and disinfect upholstered chair surfaces
Commercial kitchen cleaning (see Alternate Proposal Item A)

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

E. Public Works Service Center – 14200 Chapman Road

Estimated Cleanable sq. ft. 13,855

Hours: Monday through Friday 6:00 AM to 3:30 PM

Cleaning Service Days: 5 Days – Monday through Friday; between the hours of 7 PM and 4 AM

Note: locker rooms/showers are included in daily cleaning schedule

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean and re-stock kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth

Clean all vents, grills and registers

Thoroughly clean, sanitize, and disinfect restroom, locker room and shower floors – remove all soap scum, mildew and mold

Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards

Clean door kick plates

Clean all outside lights – remove cobwebs from lens covers and lamp housing

Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges

Clean cubicle walls/furniture

Clean all real woodwork

F. Marina Community Center – 15302 Wicks Blvd.

Estimated Cleanable sq. ft. 20,400

Hours: 7 Days, 9:00 AM to 11:00 PM

Cleaning Service Days: 7 Days, between the hours of 12 AM and 7 AM

Note: This facility is booked every weekend for public events (such as wedding receptions, birthdays, anniversary parties, etc.), and Friday nights approximately 50% of the time. Saturday, Sunday and Monday are big clean-up days. A minimum of one 2-person crew is required for Friday/Saturday/Sunday clean-ups.

Garbage pick-up of the patio area is to be included on these days. Events are typically scheduled to end at 10 PM, with an additional hour for clean-up by the renter. Staff areas and rooms not being rented out may have cleaning start prior to 12 AM, but not prior to 10 PM. Heavy use of facility necessitates weekly carpet cleaning (Sunday/Monday) to remove stains. The kitchen is heavily used and also requires extensive cleaning on Sunday/Monday. Every summer, Room C is used for pottery classes, which creates a lot of dust and dried clay on the floor.

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors

Vacuum carpeting

Spot clean carpet

Damp-mop dance floor in Titan Auditorium

Empty all waste receptacles (replace liners as necessary), empty recycle bins

Empty compost bins and replace liners for separated food scraps and food-soiled products in kitchen areas

Restock restroom dispensers

Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner

Spot clean doors and walls

Clean and sweep entryways and mats

Clean entry doors and glass along entire front facade

Spot clean interior glass

Sweep exterior of entrance areas

Dispose of all rubbish

Clean and re-stock kitchenette areas

Clean table tops, counters, desks, chairs and sofas

Clean drinking fountains

Clean cigarette containers

Clean trash storage areas

Clean mirrors in Multi-A room

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Thoroughly clean, sanitize, and disinfect restroom floors
Clean and dry inside of trash receptacles
Re-stock restroom deodorizers
Remove gum from carpets

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces
Commercial kitchen cleaning (see Alternate Proposal Item A)

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

G. Washington Manor Rec. Center – 14900 Zelma St.

Estimated Cleanable sq. ft. 1,785

Hours: Monday through Friday 7:30 AM to 10:00 PM

Cleaning Service Days: 5 Days – Monday through Friday, between the hours of 11 PM and 6 AM

DAILY SERVICES:

Sweep and then wet-mop resilient tile and/or tile floors, including all corners
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins and wipe down lids and sides
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep interior and exterior entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas, restock paper towels and soap, and disinfect sink and counters
Clean table tops, counters, desks and chairs
Clean drinking fountains
Clean trash storage areas
Clean mirrors
Clean out restroom floor drains

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom, remove all mildew and mold

Thoroughly clean, sanitize, and disinfect kitchen, wipe down stove top, oven (interior too), and refrigerator doors
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces
Wipe down chairs – seats, sides, backs and legs using disinfectant cloth

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean all real woodwork

H. Halcyon Park Rec. Center – 1245 147th Ave.

Estimated Cleanable sq. ft. 1,785

Hours: Monday through Friday 7:30 AM to 10:00 PM

Cleaning Service Days: 5 Days – Monday through Friday, between the hours of 11 PM and 6 AM

DAILY SERVICES:

Sweep and then wet-mop resilient tile and/or tile floors, including all corners
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins and wipe down lids and sides
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep interior and exterior entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas, restock paper towels and soap, and disinfect sink and counters
Clean table tops, counters, desks and chairs
Clean drinking fountains
Clean trash storage areas
Clean mirrors
Clean out restroom floor drains

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom, remove all mildew and mold
Thoroughly clean, sanitize, and disinfect kitchen, wipe down stove top, oven (interior too), and refrigerator doors
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

Wipe down chairs – seats, sides, backs and legs using disinfectant cloth

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean all real woodwork

I. Mulford Marina Branch Library – 13699 Aurora Drive

Estimated Cleanable sq. ft. 935

Hours: Monday through Friday 2:00 PM -5:30 PM; Saturday 10:00 AM-5:00 PM;

Wednesday 10:00 AM – Noon and 7:00 PM – 9:00 PM; Mondays 7:00 PM – 9:00 PM

Cleaning Service Days: 3 Days – Monday, Wednesday and Friday, between the hours of 10 PM and 8 AM

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors

Vacuum carpeting

Spot clean carpet

Empty all waste receptacles (replace liners as necessary), empty recycle bins

Restock restroom dispensers

Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner

Spot clean doors and walls

Clean and sweep entryways and mats

Clean entry doors and glass

Spot clean interior glass

Sweep exterior of entrance areas

Dispose of all rubbish

Clean kitchenette areas

Clean table tops, counters, desks, chairs and sofas

Clean drinking fountains

Clean cigarette containers

Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills, bookshelf tops and sides, and everything below 80" using a treated cloth

Clean out restroom floor drains

Dust vertical/horizontal blinds using a treated cloth

Clean all vents, grills and registers

Clean ceiling fan blades and motor assemblies

Thoroughly clean, sanitize, and disinfect restroom floors

Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards

Clean door kick plates

Clean all outside lights – remove cobwebs from lens covers and lamp housing

Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges

Clean cubicle walls/furniture

Clean all real woodwork

J. Manor Branch Library – 1307 Manor Blvd.

Estimated Cleanable sq. ft. 10, 344

Hours: Monday/Wednesday Noon – 9:00 PM; Tuesday/Thursday 10:00 AM – 9:00 PM; Friday Noon – 5:30 PM; Saturday 10:00 AM – 5:00 PM

Cleaning Service Days: 6 Days, between the hours of 10 PM and 8 AM

Note: This venue hosts occasional community events which result in carpet stains.

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas
Remove trash in patio area, including food wrappers/containers in landscaping

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills, bookshelf tops and sides, and everything below 80” using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom floors

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Clean and disinfect upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

K. South Branch Library – 14799 E.14th Street

Estimated Cleanable sq. ft. 1,190

Hours: Monday-Thursday 2:00 PM – 5:30 PM; Saturday 10:00 AM – 5:00 PM; Thursday 10:00 AM – Noon; Tuesday 7:00 PM – 9:00 PM

Cleaning Service Days: 3 Days – Monday, Thursday and Saturday, between the hours of 7 PM and 8 AM

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors

Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills, bookshelf tops and sides, and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom floors
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

L. History Museum and Theater - 320 W. Estudillo Ave.

Estimated Cleanable sq. ft. 6,800

Museum Hours: Thursday through Sunday 10:00 AM – 4:00 PM (school tours occur on Tuesday/Wednesday/Thursday periodically throughout the school year). The Theater is used for performances most weekends. Cleaning Service Days: 5 days – Tuesdays (during school year only) and Thursday through Sunday, between the hours of 10 PM and 8 AM. Restrooms need cleaning Saturday and Sundays due to Theater use on weekends.

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls

Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills, and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom floors
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

M. Farrelly Pool Complex - 864 Dutton Ave.

Estimated Cleanable sq. ft. 2,100

Hours: Monday through Sunday 6:00 AM – 10:00 PM

Pool Opens Last Weekend in May and Closes Second Week in September

Cleaning Service Days (*Only during open season*): 7 days, between the hours of 11 PM and 5 AM (*11 PM start is preferred*)

DAILY SERVICES:

- Entire Facility

Empty all waste receptacles (replace liners as necessary), empty recycle bins, and wipe down lids and sides (inside and out)
Clean table tops, counters, desks, chairs and sofas
Wet-mop cement floors (Must be wet-mopped and not hosed due issue with moisture and walls)
Spot clean interior glass
Sweep exterior and interior of entrance areas (including restrooms and large covered deck area – deck area not to be hosed with water)
Dispose of all rubbish (*trash must be taken off-site, as there is no trash storage at this facility*)
Clean drinking fountains
Clean cigarette containers

- Front Lobby

Wipe and disinfect customer service counters in lobby
Clean entry doors and glass along with window sills
Sweep cement floors including corners and entrance and exits from restrooms

Clean and sweep entryways and mats
Sweep and dry-mop office, staff area and supply room
Spot clean and dry-mop entrances and hallways

- Restrooms

Sweep cement floors including corners and entrance and exits from restrooms
Wet-mop cement floors (Must be wet mopped and not hosed due to electrical outlets and walls)
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls

Clean all mirrors

Thoroughly clean, sanitize, and disinfect shower area, floors, curtains, walls, and fixtures with germicidal cleaner. Spot clean walls for excess soap scum

Spot clean toilet and dressing room doors, partitions and walls.

Clean out restroom and shower floor drains (inside and out)

Note: Due to the heavy usage of the facility, soap on counter and trash on floor is normal; pick or wipe up prior to cleaning.

- Kitchen

Clean kitchen areas, restock paper towels and soap, disinfect sink and counter

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Wet mop entrances and hallways
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom floors

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces
Pressure-wash and scrub floors, shower walls, removing mildew build-up (office area is not to be pressure-washed – restrooms/locker rooms only)
Pressure-wash front entrance and restrooms entrances from pool deck
Strip and refinish floors (office only)
Clean cubicle walls/furniture
Clean exterior and interior of windows
Clean all real woodwork

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges

N. San Leandro Family Aquatic Center - 14800 Zelma St.

Estimated Cleanable sq. ft. 8,600

Hours: Monday through Sunday 6:00 AM – 10:00 PM

Pool Opens first week of May and closes the 3rd week of October

Cleaning days for the months of May, September & October will be

Fridays, Saturdays, Sundays, & Tuesdays only

Cleaning Service Days (June-August): 7 days, between the hours of 11 PM and 5 AM

Cleaning Service for November-April is once per month

DAILY SERVICES:

- Entire Facility

Sweep resilient tile and/or tile floors including corners and entrance and exits from restrooms

Clean drinking fountains
Clean cigarette containers
Clean trash storage areas
Empty all waste receptacles (replace liners), empty recycle bins, and wipe down lids and sides (inside and out)
Spot clean doors and walls
Clean and sweep entryways and mats
Spot clean interior glass
Sweep exterior and interior of entrance areas
Dispose of all rubbish

- Front Lobby

Wipe and disinfect customer service counters in lobby
Vacuum carpeting
Spot clean carpet
Spot clean and dry-mop entrances and hallways
Clean entry doors and glass

- Office & First Aid Room

Sweep and dry-mop office and first aid room

- Activity Room

Clean kitchenette areas - restock paper towels and soap, disinfect sink and counter
Clean table tops, counters, desks, chairs and sofas
Wet-mop resilient tile and/or tile floors

- Guard Room

Clean kitchenette area - restock paper towels and soap, disinfect sink and counter

- Locker rooms

Restock restroom dispensers

Clean all mirrors

Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner (including family changing room, which is entered from the pool deck)

Thoroughly clean, sanitize, and disinfect shower area, floors, curtains, walls, and fixtures with germicidal cleaner. Spot clean walls for excess soap scum (both inside and out)

Spot clean toilet partitions and tile walls

Clean out restroom and shower floor drains

Note: Due to the heavy usage of the facility, soap on counter and trash on floor is normal - pick or wipe up prior to cleaning.

- Snack Shack Area *(Note: At this time, it is anticipated that this area will be in use for one month only, so tasks listed below are daily for a 30-day period)*

Clean and disinfect counters and sink

Sweep and wet-mop floor

Restock paper towels and soap

WEEKLY SERVICES:

Dust and wipe railings, banister, sills and everything below 80" using a treated cloth

Wet mop entrances and hallways

Dust vertical/horizontal blinds using a treated cloth

Clean all vents, grills and registers, including vent on the pool deck

Clean ceiling fan blades and motor assemblies

Thoroughly clean (machine scrub to remove imbedded dirt), sanitize, and disinfect restroom floors

MONTHLY SERVICES:

Clean baseboards

Clean door kick plates

Clean all outside lights – remove cobwebs from lens covers and lamp housing

Vacuum upholstered chair surfaces

Pressure-wash and scrub floors, shower walls, removing mildew build-up (both bathrooms-under stalls, shower areas, drying areas, and dressing areas)

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

ANNUAL SERVICES:

Seal locker room floors

O. Boy's & Girl's Club – 401 Marina Blvd.

Estimated Cleanable sq. ft. 13,600

Hours: 7 Days, 5:00 AM to 10:00 PM

Cleaning Service Days: 7 Days, between the hours of 11 PM and 4 AM (for pool area and locker rooms – remainder of Club may be cleaned until 7 AM)

Note: During the summer, building user hosts sleepovers which require additional stocking of paper products, soap, shampoo, etc. Special cleaning times must be arranged with user during sleepovers.

DAILY SERVICES:

Vacuum carpeting
Spot clean carpet (facility has heavy usage by kids, so gum is prevalent)
Hose and/or power wash resilient tile and/or tile floors
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean partitions in restrooms and locker rooms
Spot clean doors and walls
Spot clean lockers
Clean and disinfect mats at entrances to showers
Clean and sweep entryways and mats (including mats on pool deck)
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas
Clean mirrors
Thoroughly clean, sanitize and disinfect shower areas, floors, curtains, walls, and fixtures with germicidal cleaner. Spot clean walls for excess soap scum
Clean out restroom floor drains
Note: Due to heavy usage of the facility, soap on counter and trash on the floor is normal – pick or wipe up prior to cleaning.

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills, lockers, and everything below 80" using a treated cloth
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers, including those on the pool deck
Hose entrances and walkways on pool deck
Clean ceiling fan blades and motor assemblies
Thoroughly clean (machine scrub to remove imbedded dirt), sanitize, and disinfect restroom floors

Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces
Pressure-wash and scrub all floors (including drying and dressing areas), shower walls, removing mildew build-up

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

P. Water Pollution Control Plant – 3000 Davis Street

Estimated Cleanable sq. ft. 6,750

Hours: Monday through Friday 6:00 AM to 3:30 PM

Cleaning Service Days: 5 Days – Monday through Friday, between the hours of 7 PM and 5 AM

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors
Vacuum carpeting
Spot clean carpet
Empty all waste receptacles (replace liners as necessary), empty recycle bins
Restock restroom dispensers
Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner
Spot clean doors and walls
Clean and sweep entryways and mats
Clean entry doors and glass
Spot clean interior glass
Sweep exterior of entrance areas
Dispose of all rubbish
Clean kitchenette areas
Clean table tops, counters, desks, chairs and sofas
Clean drinking fountains
Clean cigarette containers
Clean trash storage areas

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Clean out restroom floor drains
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean, sanitize, and disinfect restroom floors
Clean showers in men's and women's locker rooms, removing all soap scum, mildew and mold
Re-stock restroom deodorizers

MONTHLY SERVICES:

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

Q. Marina Office & Restrooms – 40 West Dike Rd.

Estimated Cleanable sq. ft. 4,155

Marina Office Hours: M-F 8:00 AM – 4:00 PM

Public & Private Restroom Hours: 7 Days per week, 24 hours

Cleaning Service Days: 7 Days, between the hours of 7 PM and 6 AM (Winter) and 9 PM and 6 AM (Summer)

Note: The Marina has berthers who live on-board their boats, and who have access to the restrooms on a 24-hour basis. Cleanliness of the restrooms is a primary concern. Public restroom cleaning may begin at 7 PM (9 PM Summer) with doors closed/locked to preclude use by the public. For private (berther) restroom cleaning, janitorial staff must be flexible when needed for use by berther. Only persons with key fobs are allowed to enter the private restrooms. All Janitorial staff will enter the private restrooms by key fob. Hard keys are for storage rooms only. Restroom Locations are as follows (see attached map):

Public Restrooms:

A Dock
E/F Dock
Boat Launch Ramp

Private Restrooms:

A Dock
E/F Dock
J/K Dock

DAILY SERVICES:

Marina Office (Monday – Friday):

Sweep and wet-mop resilient tile and/or tile floors

Vacuum carpeting

Empty all waste and recycling receptacles and replace with a new liner

Restock restroom toilet paper and paper towel dispensers

Clean and polish mirrors

Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner

Spot clean doors and walls

Clean and sweep entryways and mats

Clean entry doors and glass

Dispose of all rubbish

Clean kitchenette areas

Clean and disinfect main customer services counter top

Clean trash storage areas

Public and Private Restrooms (365 days a year):

Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner

Sweep and wet-mop resilient tile and/or tile floors

Empty all waste and recycling receptacles and replace with a new liner

Restock restroom toilet paper, seat covers, and paper towel dispensers

Clean and polish mirrors

Clean interior walls and stall doors

Clean showers and curtains in men's and women's restrooms, removing all soap scum, mildew and mold

WEEKLY SERVICES:

Marina Office (Monday – Friday):

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth
Dust vertical/horizontal blinds using a treated cloth
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly clean (machine scrub to remove imbedded dirt), sanitize, and disinfect restroom floors
Clean showers in men's and women's restrooms, remove all mildew and mold
Re-stock restroom deodorizers
Spot clean interior glass
Sweep exterior of entrance areas
Clean table tops, counters, desks, chairs and sofas
Clean and disinfect drinking fountain
Spot clean carpet when necessary

Public and Private Restrooms (365 days a year):

Clean out restroom floor drains
Clean all vents, grills and registers
Clean ceiling fan blades and motor assemblies
Thoroughly scrub, sanitize, and disinfect restroom floors
Re-stock restroom deodorizers

MONTHLY SERVICES:

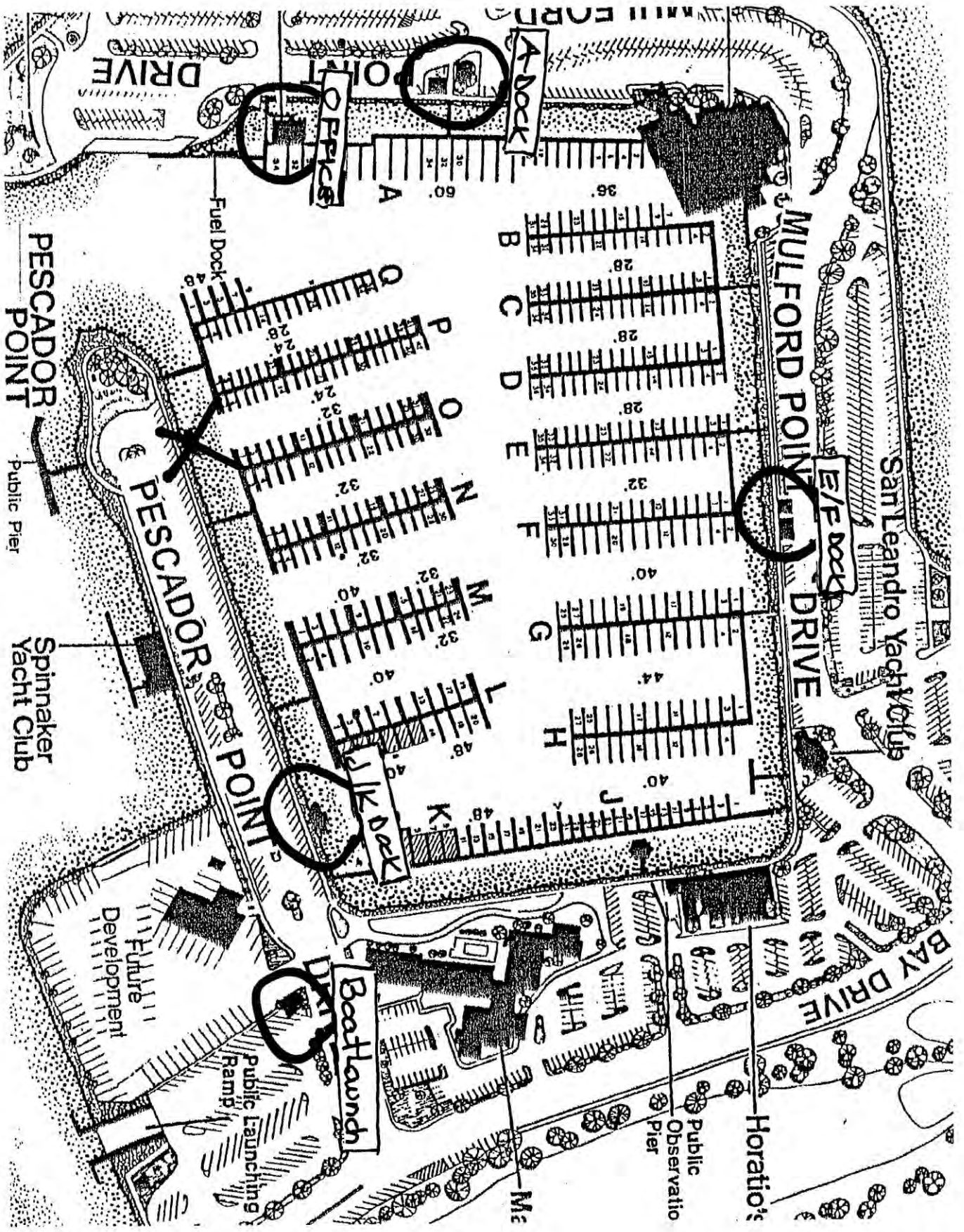
Marina Office (Monday – Friday):

Clean baseboards
Clean door kick plates
Clean all outside lights – remove cobwebs from lens covers and lamp housing
Vacuum upholstered chair surfaces

QUARTERLY SERVICES:

Marina Office (Monday – Friday):

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean furniture and woodwork



R. Senior Community Center – 13901 E. 14th Street

Estimated Cleanable sq. ft. 20,000

Hours: 7 Days, 9:00 AM to 11:00 PM

Cleaning Service Days: 7 Days, between the hours of 12 AM and 7 AM

Note: This facility is booked every weekend for public events (such as wedding receptions, birthdays, anniversary parties, etc.), and Friday nights approximately 50% of the time. Saturday, Sunday and Monday are big clean-up days. A minimum of one 2-person crew is required for Friday/Saturday/Sunday clean-ups.

Garbage pick-up of the patio area is to be included on these days. Events are typically scheduled to end at 10 PM, with an additional hour for clean-up by the renter. Staff areas and rooms not being rented out may have cleaning start prior to 12 AM, but not prior to 10 PM. Heavy use of facility necessitates weekly carpet cleaning (Sunday/Monday) to remove stains. The kitchen is heavily used and also requires extensive cleaning on Sunday/Monday.

DAILY SERVICES:

Wet-mop resilient tile and/or tile floors

Vacuum carpeting

Spot clean carpet

Damp-mop dance floor in Titan Auditorium

Empty all waste receptacles (replace liners as necessary), empty recycle bins

Empty compost bins and replace liners for separated food scraps and food-soiled products in kitchen areas

Restock restroom dispensers

Thoroughly clean, sanitize, and disinfect restroom fixtures, and floor with germicidal cleaner

Spot clean doors and walls

Clean and sweep entryways and mats

Clean entry doors and glass along entire front facade

Spot clean interior glass

Sweep exterior of entrance areas

Dispose of all rubbish

Clean and re-stock kitchenette areas

Clean table tops, counters, desks, chairs and sofas

Clean drinking fountains

Clean cigarette containers

Clean trash storage areas

Clean mirrors in Multi-A room

WEEKLY SERVICES:

Dust and wipe railings, banisters, sills and everything below 80" using a treated cloth

Clean out restroom floor drains

Dust vertical/horizontal blinds using a treated cloth

Clean all vents, grills and registers

Thoroughly clean, sanitize, and disinfect restroom floors

Clean and dry inside of trash receptacles

Re-stock restroom deodorizers

Remove gum from carpets

MONTHLY SERVICES:

Clean baseboards

Clean door kick plates

Clean all outside lights – remove cobwebs from lens covers and lamp housing

Clean and disinfect upholstered chair surfaces

QUARTERLY SERVICES:

High dusting and vacuuming to remove dust, dirt and cobwebs from vents, corners and ledges
Clean cubicle walls/furniture
Clean all real woodwork

S. Downtown Garage – 120 Estudillo

Estimated Cleanable sq. ft.: Interior of two (2) elevators
Cleaning Service Days: Monday-Friday, between the Hours of 9 PM and 5 AM

DAILY SERVICES:

Clean the elevator floors
Wipe the windows and stainless steel doors (both interior and exterior)
Clean the threshold

ALTERNATE PROPOSAL ITEMS

A. Commercial Kitchen Cleaning – (Main Library, Senior Community Center and Marina Community Center); Per occurrence of use

The following cleaning standards shall be used as directed by the Alameda County Health Department in addition to general tasks.

1. Equipment – Wash, rinse and sanitize (a sanitizing solution is 1Tablespoon of bleach per gallon of water. Solution must sit on the surface wet for 1 minute) all food contact surfaces including food preparation equipment:
 - a. All Stainless Steel
 - b. Ovens
 - c. Refrigerators / Freezers
 - d. Sinks
 - e. Ice Machines
 - f. Preparation Carts
 - g. Dishwashers
2. Floors – The surfaces shall be swept prior to wet mopping to remove all loose soil, food and dust including the lifting of any mats. All accessible areas shall be mopped to remove all soil, scuff marks, and nonpermanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.
3. Walls – The surface of all walls shall be washed with a mild soap and degreaser, and then rinsed with clean water.
4. Trash and Recycling Receptacles - All waste receptacles, recycling containers, and other trash containers within the kitchen shall be emptied each night and returned to their initial locations. The interior, exterior and housing of trash and recycling receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as necessary (i.e. if liner is dirty, wet or damaged).
5. Floor Drains - Remove all built up deposits, from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one cup of 50/50 mixture of clean water/disinfectant through the drain.
6. Compost Collection – The City reserves the right to institute collection of separated food scraps and food-soiled products for compost collection throughout the life of the contract.

B. Spray Buff Terrazzo Floors (located in City Hall and Main Library) – Weekly

Prior to being spray buffed, the terrazzo floor area shall be swept, vacuumed and completely wet-mopped. A single disc floor machine, spray buffing pad, and spray bottle with spray buff solution shall be used to restore a uniform gloss and protective finish to the floors, which are coated with metal-link polymer floor finish. The floor finish shall be the same type as that already on the floor. All areas showing wear and scuffing shall be spray buffed. The floor shall be dust mopped after being spray buffed. After spray buffing, the area shall have a uniform glossy appearance, free of scuffmarks, heel marks, and scratches. All spray buff solution shall be removed from baseboards, furniture, trash receptacles, etc.

C. Wax and Buff Vinyl Tile Floors – Monthly (Public Works, Police Service Building, Marina Community Center, Water Pollution Control Plant, 2 Recreation buildings, San Leandro Family Aquatic Center [during open season only], Boys & Girls Club) and Quarterly (City Hall, dance floor at Marina Community Center, and Main Library, including dance floor)

Prior to being waxed and buffed, the tile floor area shall be swept, vacuumed and completely wet-mopped. The floor shall be evenly coated with wax to within 2 inches of the walls; a single disc floor machine shall be used to restore a uniform gloss and protective finish to the floors, which are coated with metal-link polymer floor finish. The floor finish shall be the same type as that already on the floor.

The floor shall be dust-mopped after being buffed. After waxing and buffing, the area shall have a uniform glossy appearance, free of scuff marks, heel marks, and scratches. All wax shall be removed from baseboards, furniture, trash receptacles, etc.

D. Dusting of Library Collections – Per Occurrence

Dusting of all book tops, videos, compact discs, displayed literature and bookshelves at all library locations.

E. Provide Day Porter - Daily (See Day Porter Specifications, beginning page 32)

The porter is primarily assigned to the PSB building and City Hall. Day Porters are anticipated for an 8-hour shift/day on week days, and a 4-hour shift (jail only) on weekends.

J. Stripping and Refinishing VCT and Linoleum Floors – As specified in Attachment A for each building

Stripping is the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces which can be exposed by the removal of non-fixed furnishings, baseboards, door bottoms, etc. Stripping also includes the complete removal of all marks, scuffs, stains, etc, except in cases in which there is damage to the floor surfaces. Where stripping chemicals are used, the areas shall be rinsed to completely remove any traces of the solution. The pH of the floor surface shall be brought to neutral (pH of 7) after stripping by rinsing with a mild acid base detergent. Stripping solution shall be wiped off immediately from baseboards and other fixed items in the area. During the stripping process, care shall be taken to avoid flooding of the floor with either the stripping solution or the rinse so as to prevent damage to the tile and its bond to the sub-floor. Prior to and after the service, all furniture shall be moved as necessary. The job shall not be considered complete until furniture is returned to its original location.

To refinish the floors after the floor has been stripped, two coats of sealer shall be applied. Then at least two coats of metal interlock polymer floor finish shall be applied. Only every other coat shall be applied all the way to the baseboard. The alternating coat shall be applied so as to leave a 12" border around the area. The coats shall be thin and evenly applied. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible. No finish shall be left on the baseboards or other fixed equipment in the area. Each coat of sealer or wax shall be buffed and dust-mopped thoroughly before the next coat is applied. Prior to and after the service all furniture shall be moved as necessary. The job shall not be considered complete until furniture is returned to its original location.

K. Windows - As specified in Attachment A for each building

Clean all interior windows and frames. Clean all exterior windows and frames. Windows shall be free of smudges, fingerprints, cobwebs, etc.

L. Carpet Deep Cleaning – Carpet cleaning shall be accomplished by using a Hot Water Extraction (Steam Cleaning) system. Equipment shall be truck mount unless otherwise approved by the City's Buildings Supervisor. Operate the floor wand or self-contained extractor by engaging the solution valve or button and pulling or pushing the equipment for approximately 3 to 5 feet (or at a comfortable distance). Release the solution valve before reaching the end of your pass to assure that you vacuum up all of the solution. Cover the same area two or three times with the solution valve off to remove as much moisture from the carpet as possible. Overlap approximately 2 inches into the area already cleaned and proceed as described above. In extremely soiled areas, it may be necessary to make two or three additional passes with the solution valve on. Make several additional passes with the solution valve off to remove as much moisture from the area as possible, always being careful not to over-wet the carpet. Place drying fans on wet areas during cleaning and allow the carpet to dry as thoroughly as possible.

Bonnet cleaning of any facility carpet shall NOT be allowed under this contract.

Attachment 1: Staffing

Attachment 1 STAFFING

Size of crews (number of people) who will be providing janitorial services at each location

| ITEM | LOCATION | SIZE OF CREW (# of People) | HOURS PER DAY (total for crew) |
|------|-----------------------------------|-------------------------------|-----------------------------------|
| A | City Hall | 1.43 | 11.47 |
| B | Public Safety Building | 0.88 | 4.99 |
| C | South Offices/Theater | 0.40 | 2.27 |
| D | Main Library | 1.97 | 11.24 |
| E | Public Works Service Center | 0.49 | 3.96 |
| F | Marina Community Center | 0.70 | 3.99 |
| G | Washington Manor Rec. Center | 0.14 | 1.12 |
| H | Halcyon Park Rec. Center | 0.14 | 1.12 |
| I | Mulford Marina Branch Library | 0.08 | 1.11 |
| J | Manor Branch Library | 0.39 | 2.60 |
| K | South Branch Library | 0.09 | 1.14 |
| L | History Museum | 0.11 | 1.45 |
| M | Farrelly Pool Complex | 0.14 | 3.50 |
| N | San Leandro Family Aquatic Center | 0.15 | 5.00 |
| O | Boys & Girls Club | 0.69 | 3.94 |
| P | Water Pollution Control Plant | 0.31 | 2.47 |
| Q | Marina Office & Restrooms | 0.65 | 3.69 |
| R | Senior Community Center | 0.87 | 4.98 |

Contractor shall provide the above hours of service as the minimum service level. The hours estimated by the proposer to perform the work as specified herein will be compared against the City's estimate. The hours estimated by the proposer to perform the contract scope of work shall be a critical part of the proposal evaluation in determining the best responsive and responsible proposer and award of contract.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

| 2017 Attachment 5 Rates | | City San Leandro | submitted by Flagship | | |
|--|-----------|------------------|------------------------------|--------|-----------------|
| New minimum is \$15.80 per hr pay rate | | | | | |
| Job Class | rate type | base labor rate | direct and indirect overhead | markup | total hrly rate |
| Supervisor/Lead | straight | \$19.85 | \$9.36 | \$0.22 | \$29.43 |
| | overtime | \$29.77 | \$13.28 | \$0.24 | \$43.28 |
| Day Porter/Matron | straight | \$15.94 | \$7.80 | \$0.19 | \$23.94 |
| | overtime | \$23.91 | \$11.41 | \$0.22 | \$35.54 |
| Night Janitor | straight | \$15.80 | \$7.73 | \$0.19 | \$23.72 |
| | overtime | \$23.70 | \$11.30 | \$0.22 | \$35.22 |
| Floor/Utility | straight | \$15.99 | \$9.72 | \$0.30 | \$26.00 |
| | overtime | \$23.98 | \$13.69 | \$0.31 | \$37.99 |
| additional service request | | | | | |
| Service during normal janitorial work on a weekday with no less than 24 hour notice | 1 | \$24.50 | | | |
| Service outside normal janitorial work on a weekday with no less than 24 hour notice | 2 | \$39.00 | | | |
| Service during normal janitorial work on a weekday with less than 24 hour notice | 3 | \$35.00 | | | |
| Service outside normal janitorial work on a weekday with less than 24 hour notice | 4 | \$49.00 | | | |