

**CITY OF FULLERTON
MAINTENANCE SERVICES AGREEMENT
WITH
PBC COMMERCIAL CLEANING SYSTEMS, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2020, by and between the City of Fullerton, a California municipal corporation ("City"), and PBC Commercial Cleaning Systems, Inc., a California Corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent Contractor to provide custodial maintenance of City property, as more fully described herein.

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services.

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein by this reference (the "Services"). The City may reduce the levels of service and corresponding payment upon written notice to Contractor.

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Public Works Director or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Require the Contractor to review the quality of the work and resolve the matters of concern within two hours' of notification;
- (b) Have the work performed by an alternate source at Contractor's expense;
- (c) Issue a five percent (5%) deduction of the base monthly cost per occurrence for the specified jobsite, per day, until the deficiency is corrected;
- (c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subContractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Proposal Pricing Form" set forth in Exhibit C, subject to any increases allowable under Item 2 of the Proposal Pricing Form, and not including compensation for additional services provided pursuant to Section 2.2 below.

2.2. Additional Services. Additional work will be of two types: the pre-scheduled annual events described in Section III-D.2 of Exhibit A, and unscheduled special needs as described in Section III-D.3 of Exhibit A. The City reserves the right to order any, all, or none of the work as described in Section III-D of Exhibit A. The additional work listed in Section III-D.2 shall not be considered in calculating the regular monthly billing, but shall be billed in arrears based on the actual hours worked associated with the events, for the month in which they occur, as described in Section II-G.2 of Exhibit A.

2.3. Method of Billing. Contractor shall submit invoices for services rendered in arrears on a monthly basis. Said invoices shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. The bill will be submitted for one-twelfth of the base annual contract award amount, plus any costs for additional services authorized by the City in the previous month. Monthly bills will be itemized by facility/service. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in

accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Section III-C of Exhibit A. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through December 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed upon written agreement by the parties for up to one additional two-year period. If Contractor wishes the City to consider any pricing changes for a renewed term, the Contractor must submit a revised statement of proposed costs, by facility in conformance with the Proposal Pricing Form in Exhibit A, not less than 60 calendar days before the expiration of the current term.

4.2. Notice of Termination. Either the City of Fullerton or the Contractor may terminate this Agreement for any reason by providing at least one hundred and eighty (180) calendar days' written notice to the other party. Such notice shall specify the date of termination.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Insurance Required. Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the City. Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

5.2. Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained within the purchase order agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.3. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG

00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

- B. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.
- D. Crime Insurance. Contractor shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

5.4. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.

5.5. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability.

The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of products, materials, or services of the Contractor. In the event that Contractor is providing service to City, such coverage as an additional insured shall not be limited to the period of time during which the Contractor is conducting ongoing operations for the City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.

This insurance shall be primary insurance as respects the City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

B. Workers' Compensation and Employers' Liability Insurance.

Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City. City shall be named as third party beneficiary for losses arising from work done on behalf of City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

If the contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

E. Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.6 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Contractor evidences the requisite need to the sole satisfaction of the City.

5.7 Verification of Coverage. Contractor shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences or products and materials are delivered. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements. The insurance certificates shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including Exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to Contractor:
Commercial Cleaning Systems
Attention: Dana Holladay
3001 Redhill Avenue
Building 6-220
Costa Mesa, CA 92626

If to City:
City of Fullerton
Public Works Department
1580 West Commonwealth
Avenue
Fullerton, CA 92833

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against City, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subContractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subContractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its

employees, and/or authorized subContractors, and/or whenever any claim, action, complaint or suit asserts liability against City, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subContractors under this Agreement, whether or not Contractor, its employees, and/or authorized subContractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of City. This provision shall supersede and replace all other indemnity provisions contained either in City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent Contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subContractor of Contractor providing services under this Agreement claims or 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 the 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subContractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.12. Conflict of Interest. Contractor and its officers, employees, associates and subContractors, if any, will comply with all conflict of interest statutes of the State of California

applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subContractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subContractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.13. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this

Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON


Name and Title Kenneth A. Damer, City Manager

8/21/2020
Date: _____

CONTRACTOR


Signature
Cameron Hall, Vice President
Name and Title
90-1037691
Social Security or Taxpayer ID Number

Date: 8/7/2020

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney, Deputy

Date: 8/6/2020

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF FULLERTON
PUBLIC WORKS DEPARTMENT
ADMINISTRATION DIVISION

INVITES QUALIFIED VENDORS TO RESPOND TO THIS

REQUEST FOR PROPOSAL
CONTRACT CUSTODIAL SERVICES
RFP No. 4203

Responses are due to the Public Works Department by
4:00 p.m., Thursday, September 17, 2015

City of Fullerton
Public Works Department
1580 W. Commonwealth Ave.
Fullerton, CA 92833
(714) 738-6897
www.ci.fullerton.ca.us

City Of Fullerton
REQUEST FOR PROPOSAL

CONTRACT CUSTODIAL SERVICES
RFP NO. 4203

This Request For Proposal includes:

- **Request For Proposal Summary**
- **Terms and Conditions**
- **Custodial Contract Specifications**
- **Proposal Pricing Form – Attachment A**
- **Insurance Requirements – Attachment B**
- **Non-Collusion Affidavit – Attachment C**
- **E-Form Affidavit – Attachment D**
- **Information-Reference Sheet – Attachment E**
- **Facilities' Service Schedule – Attachment F**
- **Indemnification Clause "Independent Contractor's Form No. 1" – Attachment G**
- **Exception Request Form – Attachment H**

**CITY OF FULLERTON
of the
STATE OF CALIFORNIA**

**REQUEST FOR PROPOSAL
for**

**CONTRACT CUSTODIAL SERVICES
RFP# 4203**

Request For Proposals (RFPs) are available through the City of Fullerton's website. They can also be obtained through Planwell and Public Purchase. *Please see the instructions at the end of this notice.*

Sealed proposals for the Contract Custodial Services RFP in accordance with the RFP Package and Specifications, will be received at the Public Works Department, 1580 W. Commonwealth Ave., Fullerton, CA 92833 until **September 17, 2015 at 4:00 p.m.** Since this is a RFP, there will not be a public opening. The City will notify respondents of their progress via email throughout the RFP process.

A mandatory job walk-through to ensure the accuracy of the proposals will be conducted on Monday, September 1, 2015 at 8:00 a.m. in the City of Fullerton Council Chambers at 303 W. Commonwealth Ave., Fullerton, CA 92832. A sign-in sheet will be provided to all prospective proposers. Failure to have a qualified representative at the mandatory pre-proposal walk-through will be grounds for rejecting a proposal as non-responsive.

If you intend to attend the job walk-through, contact Nadia Cook at nadiac@ci.fullerton.ca.us or 714/738-2807 **before September 1, 2015.** Complete specifications will be available at the walk-through.

Each proposal must be accompanied by a certified or cashier's check, or proposal bond; made payable to the City of Fullerton, for an amount equal to at least ten percent (10%) of the proposal amount, such guarantee to be forfeited should the proposer to whom the contract is awarded, fail to enter the contract.

In addition, a Performance Bond in the amount of two months' contract charge of the proposal shall be required prior to entering into a contract. The City will permit substitution of approved securities for moneys retained on contract. (See Section II-F for details on bond requirements).

The Contractor shall also provide Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, Workers' Compensation, and if necessary, Umbrella/Excess Liability to the minimum limits as defined in the Special Provisions with Certificates of Insurance for each form of coverage.

Proposers are urged to obtain disadvantage business enterprise (DBE) participation on this project, although there is no specific project goal for DBE participation. The City of Fullerton hereby notifies all proposers that it will ensure that any contract entered into pursuant to this advertisement, DBE enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

Section 4.02.010 of the Fullerton Municipal Code requires that all contractors and subcontractors shall obtain a City Business Registration Certificate. The contract will not be executed until the contractor and subcontractor(s) obtain such certificate from the Business Registration Office at City Hall, 303 West Commonwealth Avenue, Room 104, Fullerton, CA 92632.

Although the Department of Labor, State of California EXEMPTS custodial services from any prevailing wage rate requirements, all contractors and subcontractors must comply with the California Labor Code and the regulations established by the U.S. Department of Labor.

The City of Fullerton hereby notifies all proposers that it will affirmatively ensure that pursuant to this advertisement, all business enterprises will be afforded full opportunity to submit proposals in response to this RFP. In the awarding of the contract, the City shall give equal opportunity to all respondents, regardless of sex, race, creed, color, national, or ethnic origin.

The City Council reserves the right to reject any and all proposals, to waive any informality in the process, and to accept any proposal or portion thereof, by order of the City Council of the City of Fullerton.

For the purposes of the RFP, the words "contractor", "vendor", "proposer" or "respondent" shall be understood to mean a company responding to this Request For Proposal. The terms "RFP" or "proposal" shall be understood to mean this Request For Proposal. The terms "City", "City staff" or "City of Fullerton", unless otherwise noted, shall be understood to mean the City of Fullerton Public Works Director or his designated contract administrator(s).

Proprietary Information: The master copy of each proposal shall be retained for official files and will become subject to the Public Records Act.

Donald K. Hoppe
Public Works Director

HOW TO OBTAIN A PROPOSAL PACKAGE

- **CITY OF FULLERTON: Go to the City's website and follow the links.**
 - City website: www.cityoffullerton.com
 - Government
 - Departments
 - Administrative Services
 - Purchasing
 - Current Bids & RFPs
- **PLANWELL**
 - Planwell website: www.crplanwell.com
 - Contact a Planwell Administrator at 714/424-8525 for help accessing or ordering.
- **PUBLIC PURCHASE**
 - Public Purchase website: www.publicpurchase.com
 - The RFP can also be downloaded from the Public Purchase website. You must first register as a vendor. This is a 2-step process. Please click on the separate Public Purchase link on the City's Purchasing page. Then, follow the instructions. Registration is NOT mandatory for this RFP.

PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL
CONTRACT CUSTODIAL SERVICES

SECTION I: SUBMISSION INFORMATION

I-A. Due Date

Completed proposal packets must be returned to the Public Works Department by **4:00 p.m., Thursday, September 17, 2015**. Postmarks or incomplete packets will not be accepted.

Four copies (one with original wet signatures), of the proposal shall be submitted in a sealed envelope plainly marked on the outside with the words "Fullerton Contract Custodial Proposal." Original signatures will be required on at least one hard copy.

****Late proposals will not be accepted and will be returned to the proposer unopened.****

An electronic version of this RFP will be the preferred method of distribution to potential vendors. Proposers who request and use an electronic version of this RFP must complete the enclosed Affidavit for Electronic Preparation/Submission (Attachment D), affirming they have in no way changed the content or format of the original document.

I-B. Contact Information

Questions or comments regarding this proposal should be directed to:

Nadia Cook, Administrative Analyst
Public Works Department
City of Fullerton
1580 W. Commonwealth Ave.
Fullerton, CA 92833
(714) 738-2807—Office
(714) 738-3100—Fax
nadiac@ci.fullerton.ca.us

E-mailed inquiries are the preferred method of contact. Responses to questions or comments will be shared with all potential proposers.

I-C. Proposal Inclusions

To be eligible for consideration, each proposal must include:

- 1. Cover letter signed by a company representative with the authority to submit a proposal, which will include acknowledgement and acceptance of items listed in Sections I through III.**

- 2. Bonds per Section II-H**
- 3. Proposal Pricing Form (Attachment A)**
- 4. Proof of Insurance (see Attachment B)**
- 5. Non-Collusion Affidavit (Attachment C)**
- 6. Affidavit for Electronic Preparation/Submission if necessary (Attachment D)**
- 7. Reference Contact Information Sheet (Attachment E)**
- 8. Indemnification Clause (Attachment G)**
- 9. Exceptions Request (Attachment H)**

Proposals will be clearly divided into sections according to items one through nine. Submitted proposals must match this format or they may be considered to be rejected as non-responsive.

I-D. Proposal Review

Following the RFP's closing date, City staff will review and evaluate each proposal. The contract will be awarded to the proposer that best meets the City's needs.

Proposals will be evaluated based on the following elements:

- Completeness.
- Conformance to the requirements contained in the RFP.
- Reference comments.
- Cost, including early payment discount as described in the Proposal Pricing Form (Attachment A, Item 1) and proposed annual price change formula (See Section II-G.1).
- The City may consider proposer's membership/certification in the International Sanitary Supply Association's (ISSA) Cleaning Industry Management Standard (CIMS) program and/or the CIMS-GB (Green Building) program.
- Comparison of projected labor hours for each facility (per Attachment A) among proposers and to industry standards.
- The proposer's commitment to provide consistent onsite supervision of the work to ensure the highest possible quality.
- After an initial screening, initial preferred proposers will be invited to one or more interviews to discuss specific provisions of the contract and help City staff identify the most qualified proposer.

I-E. Rights of City

The City of Fullerton reserves the right to reject any and all proposals. The City reserves the right to waive, at its discretion, any irregularities or informalities which the City deems correctable or otherwise not

warranting rejection of the proposal. The City may use completed responsive proposals to create a list of “pre-qualified” vendors to replace the chosen vendor should the vendor fail to perform satisfactorily.

I-F. Exceptions to Requirements

Any and all exceptions which are taken in response to this RFP must be clearly stated in the Proposer's response, explicitly stated in writing on Form J: Exceptions Request. The request must reference the specific section to which the exception is requested, the reason for the exception and the proposed alternative to the requirement of the specification.

The taking of proposal exceptions, whether clearly stated or not, may result in the disqualification of the proposal. Any exceptions taken will be considered and weighed based on relative importance by the City. Allowance of exceptions will be determined by the City whose findings shall be final. Any proposal exceptions or additional conditions requested after the RFP closing, which are not detailed within the appropriate proposal response forms, will automatically be denied.

Section II: Scope of Work and Contract Conditions

II-A. Scope of Work

The purpose of this specification is to define the janitorial services requirements for various facilities owned and operated by the City of Fullerton included in this contract. The objectives of the City are to secure a timely, consistent, and cost effective janitorial contract from one Contractor, to ensure clean and safe office facilities for employees and customers doing business with the City. The work covered in this specification includes furnishing all labor, equipment, supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

Additive/Alternate: The City reserves the right to contract separately for exterior and interior cleaning of large windows at the City Hall, Main Library, Police Department, Basque Yard, and Community Center, and pressure washing entrance or courtyard areas at City Hall, Community Center, Main Library, Police Department, and Independence Park. The specifications as written include this service. Proposers shall include this cost separately on the Proposal Pricing Form (Attachment A).

II-B. Proposer Responsibilities

If a potential proposer is unclear about any of the provisions in this RFP, the Performance Specifications, the Proposal Pricing Form, or any other aspects of the contract requirements, the proposer should submit a request for clarification to the City's representative via e-mail, to Nadia Cook at nadiac@ci.fullerton.ca.us. All potential proposers will receive a copy of both the questions and responses. The deadline for questions is three business days before the RFP closing date.

Square footage of each facility is provided for reference purposes only. Potential proposers should verify square footage and other facility characteristics by personal on-site inspection. Square footage is not the primary indicator of required service levels; proposers should read the specific facility requirements and speak with the designated site contact(s) about the required tasks. By submittal of a proposal, the proposer acknowledges it has performed personal inspections of each work site, and has evaluated the

extent to which the physical condition thereof will affect the contract services to be provided. The proposer, if awarded the contract, accepts the premises in their present physical condition and agrees to make no demands upon the City for any improvements or alterations thereof.

The proposer represents its response is its last, best, and final monetary offer. The only negotiations to be considered will be for such issues as schedules for specific facilities, etc.

Proposals will be valid for a period of one-hundred-twenty (120) days from the due date.

II-C. City Responsibilities

The City of Fullerton will provide all potential proposers with the following:

- During the **mandatory job walk-through**, the City will provide attendees with a packet containing the addresses and contact information for the sites requiring service under this contract. Proposers shall contact the on-site staff and coordinate times to perform detailed inspections of the sites not included in the walk-through for proposal purposes. Certain sites will be identified in the packet as requiring an on-site staff-guided walk-through; proposers shall coordinate the walk-through with the site contact. During the inspections, proposer representatives may discuss facility characteristics with on-site staff, but only the City can make decisions regarding the service levels specified in this RFP.
- Contract administration and site contact information.
- Changes, modifications, or updates during the proposal preparation and review period.

II-D. Deliverables Required of Successful Contractor

The successful Contractor(s) shall submit the following items to the City within thirty (30) days of initiation of the contract award and prior to any employee's start of work:

1. Complete work schedule for monthly, quarterly, semi-annual and annual services for all facilities (see Section III-E1).
2. Daily reports showing the estimated number of labor-hours and tasks performed (see Section III-D.1.b).
3. Schedule of all the Contractor's employees and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building (see Section III-F.1).
4. Copies of the current Material Safety Data Sheets (MSDS) for all chemicals that will be used in the performance of the contract (see Section III-I.1).
5. Background clearance of all personnel assigned to perform work at the City under this contract (see Section III-G).
6. Requirements identified in this RFP and Sections II-H.

II-E. City Deliverables to Successful Contractor

The City shall provide the successful Contractor with the following items within thirty (30) days of initiation of the contract award:

1. Contract administrator and site administrator information (see Section III-F.7).
2. All hard keys and key cards necessary for access to perform the work identified in this contract (see Section III-H).
3. Any necessary identification badges (see Section III-F.9).
4. Alarm codes.
5. After-hours contact information.

II-F. Term of Contract

1. This contract shall be in effect for approximately thirty six (36) months from the date of award. Recommendation for award of this RFP shall be presented to the City of Fullerton City Council, which shall authorize the award of the contract. Upon authorization of the award, all insurance and other requirements must be fulfilled by the successful proposer. Once all requirements have been met, a notice to proceed will be issued to the successful proposer. The proposer certifies it can begin work thirty (30) days after receiving the notice to proceed.
2. This contract may be renewed by the City in two-year increments for up to three (3) additional increments on the same terms and conditions provided herein, if agreeable with the Contractor. The Contractor will submit a statement of proposed costs, by facility per the Proposal Pricing Form, not less than 60 calendar days before the expiration of the current agreement, if there are any proposal increases. Renewal is neither automatic nor assured.

The contract will include the specifications and requirements in this RFP, the proposers completed response forms, and a City-issued purchase order, including duly authorized change orders. Where service level or other modifications have been mutually agreed upon in writing by the City and its Contractor, such modifications shall become part of the contract.

II-G. Pricing/Payment

1. Pricing shall remain firm fixed for the life of the contract. Price changes may be allowed for each renewal year, but will be based on a formula as proposed by each proposer in the submittal (see Attachment A, Page 1, Section 1, Item #2). Both the proposal and the change formula will be used in the proposal evaluation for the contract award.
2. Billings will be submitted for services rendered in arrears on a monthly basis. The bill will be submitted for one-twelfth of the base annual contract award amount, plus any costs for the additional work authorized by the City in the previous month. Monthly bills will be itemized by facility/service.
3. The Contractor shall submit monthly, verified payroll records to the City at the time of submitting the monthly invoice. The Contractor shall provide no less than the minimum number of estimated hours per shift 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 (Attachment A, Section VI) total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies. Monthly payments will not be processed until payroll records are received.

4. Payment will be made within thirty (30) calendar days of receipt of billing.

II-H. Licenses, Insurance, and Bonds

1. The successful proposer shall, at proposer's own expense, obtain all necessary permits and licenses, (including a City of Fullerton Business License), give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of public health and safety. Copies of all such permits and licenses must be provided to and be accepted by the City of Fullerton Purchasing Manager before award of the contract. All appropriate permits and licenses must be maintained during the term of the contract.
2. The successful proposer shall carry and require all sub-contractors to carry insurance in limits or amounts not less than listed in Attachment A. Certificates of Insurance shall be furnished to the City of Fullerton City Clerk before a contract is entered into with the successful proposer. Insurance must be maintained during the term of the contract. It is recommended that proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of required insurance scope, limits, and endorsements. If the successful proposer fails to comply fully with the insurance requirements, that proposer shall be disqualified from the award of the contract or shall be terminated (per Section III-S) if insurance requirements are not maintained during the term of the contract. The cost of insurance shall be included in the proposal.
3. A proposal bond in the amount of not less than ten percent (10%) of the total proposal amount shall accompany each proposal. A certified or Cashier's Check in the same amount, made payable to the City of Fullerton, may substitute for a proposal bond.
4. A fidelity bond in the amount of \$25,000 shall be provided.
5. A performance bond or certified check payable to the City of Fullerton, in the amount equal to two months' base contract charge will be required of the successful proposer within five (5) business days after notification of award. These funds will be used to continue service in the event the Contractor fails to comply with the specifications, terms and conditions. If any sub-contractors are to be used in the performance of this contract, the sub-contractors must furnish their own performance bonds or security checks.

II-I. Hold Harmless/Indemnification

1. Contractor shall hold harmless and indemnify the City of Fullerton, its officers, employees, volunteers, and agents from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damage to property or injury to a person received by reason of or in the course of performing work under this Agreement, whether such work is authorized by the agreement or not. This clause does not apply to damage or injury caused by the sole negligence of the City of Fullerton. The successful proposer shall complete the Indemnification Clause (Attachment G).

2. The City of Fullerton shall not be responsible for damage to or loss of Contractor's property arising from the performance of work under this Agreement.

II-J. Nondiscrimination in Employment

The Contractor shall not engage in discrimination, as defined by applicable State or Federal law, in hiring, selection, retention, promotion, or treatment of any person employed as a result of this contract.

II-K. Immigration Reform and Control Act of 1986

The Contractor will comply with the provisions of the Immigration Reform and Control Act of 1986, public law 99-603. The Contractor will provide to the City written documentation certifying compliance with public law 99-603.

II-L. Non-Collusion Affidavit

All proposers will execute the Non-Collusion Affidavit, Attachment C, and return it with their proposals. Proposals submitted without a properly executed affidavit will be considered non-responsive.

II-M. Subcontracting

1. If the respondent proposes to subcontract any portion of the proposal to any other entity or individual, the respondent must clearly disclose the portions of the proposal to be subcontracted and to whom. Sub-contractors are subject to City approval. Each sub-contractor must be listed in the submittal document.
2. Any and all sub-contractors used for this work shall be under the direct supervision and control of the Contractor and shall be considered as its employees. Should any sub-contractor fail to perform in compliance with contract specifications, the City will determine if such non-compliance is subject to correction or if an immediate termination is required. The Contractor will be notified in writing of the City's direction regarding the sub-contractor's status. No contractual relationship shall exist between the City and any sub-contractor.
3. After the award of the contract, the Contractor shall not assign or subcontract any work without the written consent of the City. Any attempt to assign or subcontract any part of this contract without the expressed written consent of the City shall be invalid and constitute a breach of this contract.

II-N. Performance History/References

1. The City reserves the right to determine suitability of service from references, reputation, interviews, and/or any other means available (see Section I-D, Proposal Review), when determining the successful proposer. Contractors must have a minimum of five (5) years' experience cleaning facilities of a similar size or larger and with a similar scope of work. The City shall be the sole determiner of suitability of past performance.

2. Proposers must submit a minimum of three (3) references (see Attachment E). At least one reference shall be from a local municipality located in the Southern California area that is similar or larger in size (approximately 300,000 square feet) and scope of work. Each reference must include the name of the firm/agency, address, contact person(s), and telephone number(s). References shall not be within the proposer's own organization or subsidiary. **References will be contacted. Failure to provide this information shall be sufficient reason to declare the proposal non-responsive.**
3. If a proposer has been prevented from proposing, and/or removed from a custodial contract for cause in the last ten years, the proposer must so state in its cover letter and provide a detailed written explanation of each instance in its response package.

II-O. Contract Administration

1. The City of Fullerton Public Works Department Director or his designee shall be responsible for administering this contract and determining if the Contractor complies with the specifications, terms, and conditions before payment each month.
2. Changes in areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and the corresponding changes in compensation may be implemented upon mutual agreement of the City of Fullerton and the Contractor. All changes in areas serviced and/or specifications will be issued in writing.
3. The City of Fullerton will identify in writing to the Contractor the names of the City personnel who are authorized to issue changes or order work under the terms of this contract. The City of Fullerton will not be responsible for any work performed by the Contractor as a result of any oral instructions given by any individual other than those identified by name in writing.
4. Proposers will provide a list of essential company managers and staff, including the person responsible for preparing the proposal, and the person who would be responsible for contract administration and overall contract performance.

II-P. Displaced Janitor Opportunity Act

Proposers recognize and accept that California Labor Code Sections 1060-1065, also known as the Displaced Janitor Opportunity Act, will be made part of the contract award and the successful proposer will abide by the Act's provisions.

Section III: Performance Requirements

III-A. Performance Standards

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning.

1. The City's objective is to obtain full cleaning performance in accordance with the terms of the Specifications and the quality standards of work set forth in this contract.

2. If during the course of normal work performance, any general maintenance deficiencies are noted, they shall be reported to Public Works' Maintenance Services Division at (714) 738-6897. A full description and location of the work will be included in the report.
3. Deductions (Liquidated Damages) for tasks not completed or that do not meet the standards as detailed in the specifications shall be made in accordance with Section III-B.

III-B. Deficiency Correction/Non-Performance

1. Liquidated Damages in the form of a one percent (1%) deduction of the base monthly cost per occurrence, per day, until the deficiency is corrected, will occur as a result of the following events:
 - a. A task is found deficient (either not performed or found unsatisfactory) by the City and not corrected within two (2) hours of notification (either by phone or email), to the satisfaction of the City, either by the Contractor or an alternate source. Tasks found incomplete or unsatisfactory on any scale shall be considered deficient. For example, paper towels not stocked in one kitchen area or not stocked throughout an entire building shall both be considered a deficiency. Examples of deficiencies include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in any size area, offices not cleaned, trash not removed, etc.
 - b. Repeated (two or more) occurrences of complaints/deficiencies within the same month.
 - c. Non-compliance to any City-specified and/or Contractor-supplied job schedules, without proper notification of disruption in schedule (see Section III-E).
 - d. Failure to submit complete and accurate schedules and/or daily reports within the required time frame (see Section III-E).
 - e. Failure of the Contractor to appear on any scheduled workday without the advance approval of the City.
2. If the Contractor fails to correct the deficient work within the two (2) hour time period, the City reserves the right to have the work performed by an alternate source at Contractor expense.
3. The City shall give the Contractor notification of a deduction via email or phone for unresolved deficiencies or repeated complaints and/or deficiencies.
4. The City may choose to issue a final warning before a deduction is issued.
5. Repeated instances of non-performance by the Contractor will be grounds for termination of the contract by the City per Section III-S.

III-C. Hours of Work

1. Eight (8) hours of labor shall constitute a legal day's work for all laborers, workers, or custodians employed in the execution of this contract. The Contractor and any sub-contractor under it shall

comply with and be governed by the laws of the State of California having to do with working hours.

2. The work shall generally be performed between the hours of 6:00 p.m. to 3:00 a.m., Monday through Friday at most facilities. Exceptions are noted in the Facilities' Service Schedule, Attachment F. Some weekend, after hours, or evening work may be required to accomplish tasks such as carpet shampooing, floor stripping and waxing, and window washing.
3. The Police Department is an around-the-clock, 365 calendar day per year, operation. While routine cleaning may be performed during the times stated in the schedule, any special or periodic cleanings (e.g. carpet or upholstery cleaning) will need to be coordinated with a Police Department representative to ensure cleaning does not interfere with the department's operations.
4. The Police Department and Community Center will each have a designated, full-time day porter, and the Main Library and City Hall will share a designated, full-time day porter. All three full-time Day Porters shall work an eight-hour shift at their designated sites, between the hours of 0700 and 1900, Monday through Friday, unless otherwise instructed. Starting times will be at the discretion of the site administrators.
5. A half-day porter shall work a four-hour shift servicing the park restrooms, between the hours of 1300 and 1700, Monday through Friday (See Section III-Q); also refer to the Proposal Pricing Form (Attachment A).
6. A half-day porter shall work a four-hour shift, between the hours of 1000 and 1700 at the Main Library, Saturday through Sunday. Starting times will be at the discretion of the site administrators (See Section III-Q); also refer to the Proposal Pricing Form (Attachment A).
7. The City reserves the right to inspect or audit the Contractor's time cards, and other documentation related to services provided to the City, to verify the number of hours worked at City facilities and other contract-related costs or services. Such inspection may take place during Contractor's normal business office hours without prior notification from the City.
8. The custodial crews will be responsible for daily/nightly opening/closing of park restrooms as noted in the Facilities' Service Schedule (Attachment F).
9. For emergency and after-hours needs, the Contractor will respond with an appropriate crew within two hours of being notified. The Contractor will provide a 24-hour toll-free telephone number for after-hours contact purposes.

III-D. Additional Work

1. Additional work will be of two types: the pre-scheduled annual events described in paragraph two below, and unscheduled special needs as described in paragraph three.
2. Some custodial work will be required outside of normal working hours and at sites other than normally assigned City facilities. The pre-scheduled work includes the special events listed below:
 - a. First Night Fullerton – December 31 each year. The First Night event will require four custodians, two male and two female for six and one-half hours, typically from 4:30 p.m. to 11 p.m.

- b. Independence Day – July 4 each year. The Fourth of July event will require four custodians, two male and two female for six and one-half hours, typically from 4:30 p.m. to 11 p.m.
- c. Market / Museum Plaza – Twenty-six (29) Thursday evening events between April and October each year. The Fullerton Market event will require two custodians, (one male and one female) for four hours, usually from 5:30 p.m. to 9:30 p.m., primarily for restroom cleaning.
- d. Fishing Derby / Laguna Lake – This event is in April or May each year, typically from 8:30 a.m. to 3:30 p.m., requiring services of one custodian. The City will furnish the Contractor with the exact date and number of hours when the event has been scheduled by the Parks and Recreation Department.
- e. Snow Day / Brea Dam – This event is held in January or February each year requiring one custodian for three hours, usually from 1:00 p.m. to 4:00 p.m.
- f. Winter Fest – This event is typically held on the first Saturday of December, requiring one male and one female custodian from 11:00 a.m. to 5:00 p.m.

Outside restrooms shall be cleaned prior to, during, and after special events listed in items 2-a through 2-f above, and any other non-scheduled special events as requested by the City.

The cost of the labor and supplies for events listed in items 2-a through 2-f above will be included in the proposer's quote as provided in the Proposal Pricing Form, Attachment A, Section V.

- 3. There may be requirements for additional custodial services above and beyond the routine daily service levels. Although it is not anticipated this will be requested very often, an hourly rate for additional services is to be quoted in Proposal Pricing Form, Attachment A, Section VI.
- 4. The City reserves the right to order any, all, or none of the work as described in this section.
- 5. The additional work listed in Section III-D.2 shall not be considered in calculating the regular monthly billing as described in Section II-G.2, but shall be billed in arrears based on the actual hours worked associated with the events, for the month in which they occur.

III-E. Cleaning Schedule

- 1. The Contractor shall provide two types of schedules to the City within thirty (30) days of notification of award:
 - a. Service schedule of monthly, quarterly, semi-annual, and annual work, including labor hours, for each facility per the Specifications.
 - b. Daily report showing the major tasks performed at each facility. The Contractor will compile and send the contract administrator and site administrators daily reports showing the completed tasks for each site. Reports shall include such tasks as: floor services, inspections, trash pick-up, and dusting. The report format shall be subject to City approval.
- 2. The scheduled cleanings must be within the service hours noted in Attachment F.

3. Any cleanings outside of the service hours must be approved by the City.
4. Cleaning shall not start more than thirty (30) minutes before or after the times indicated on the submitted monthly schedule.
5. The service times on Attachment F are subject to change by the direction of the City.
6. If an evening meeting or event is being conducted in a facility, the Contractor shall notify the City of the scheduling conflict, and conduct proper cleaning of the area after the event, provided the meeting ends by 11:00 p.m.
7. All cleaning shall be completed before the start of next normal business day.
8. If for any reason a task cannot be accomplished per the scheduled time, the Contractor shall notify the City of the change and the new day and time the task will be completed within at least twenty four hours of the scheduled time. The new day and time must occur within the same month the task was originally scheduled to occur.

III-F. Employment Standards – Employees

1. Staff:

The Contractor agrees the custodial services covered by this contract shall be performed by employees who have been hired in conformity with the Contractor's personnel selection policies, and trained to perform to accepted janitorial standards, practices, and these specifications. The Contractor agrees to provide the City with a steady, dependable work force while keeping employee turnover to a minimum. The Contractor will remove from the premises any employee who, in the opinion of the City, is not qualified to perform the work assigned. The City reserves the right to review proposer's personnel hiring policies, and use the results of such review as part of the selection process. Contractor shall notify the City immediately in writing of all changes in 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.

The Contractor shall provide to the City 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) to which they are assigned, along with the labor-hours to perform the required work at each building. Changes to the list shall be reported, in writing, to the City within one working day. Employees terminated by the Contractor shall be reported the same day to the City unless it is after hours, then the next business morning shall be acceptable.

2. Conduct:

No person shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or refuses to perform the specified work properly or acceptably, or is otherwise objectionable, as determined by the City of Fullerton. Anyone found to be objectionable will be prohibited from working in City facilities immediately. The Contractor shall not allow any employee under the influence of alcohol or drugs on the premises or in any buildings. The Contractor shall not allow the use or presence of alcohol or drugs on the premises or in any buildings. Smoking is prohibited in all City facilities at all times.

3. Unauthorized Personnel:

Employees of the Contractor shall not be assisted nor accompanied by any individual who is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives.

4. 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. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

5. Training:

The Contractor shall have an ongoing training program for its entire staff. The Contractor shall provide only personnel who have been fully trained for the performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services. 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. The City may ask for copies of training materials and verification of employee training.

6. Account Management:

The Contractor shall provide to the City, upon execution of this agreement, the name of the Contractor's account manager who will have full authority to administer the terms of this contract. The Contractor's account manager shall be the main point of contact between the City and the Contractor and have the capability to receive complaints by telephone or email to facilitate timely corrective actions. An answering service or machine shall not be an acceptable means of contact for the account manager. The account manager shall perform regular inspections of the Civic Center sites at least once a week and all other sites at least once a month. During inspections, the account manager shall identify and rectify deficiencies and ensure services meet the standards identified in this contract.

The City will designate several staff ("site administrators") to manage custodial services at specific sites. The site administrators shall maintain familiarity with the contract terms, conditions, and specifications and perform custodial inspections at their designated sites. The site administrators shall communicate any deficiencies, requests, etc., to the Contractor. The City's contract administrator shall provide the Contractor with the contact information of all site administrators and their assigned sites. The Contractor and site administrators shall involve the contract administrator in all custodial-related correspondence. The purpose of the site administrators is to provide customer departments the ability to prioritize contracted services to meet the specific needs of their facilities as needed. The site administrators have the authority to request services included in the specifications related to their facilities, but only the City's contract administrator and others as designated in Section II-O.3 shall have the authority to authorize additional services.

7. Supervision:

The Contractor shall provide to the City, upon execution of this agreement, the name of the Contractor's primary supervisor(s) who will be responsible for the supervision and execution of the work on a daily basis. The designated supervisor(s) shall be on site and available at the times when the majority of the Contractor's crews are working in the City to respond personally to requests for information or instructions concerning the execution of the work. If for any

reason the supervisor must leave the job site during the execution of the work, a foreman/lead person shall be designated and able to make decisions on behalf of the supervisor. The supervisor and the foreman/lead person shall be able to communicate in both written and verbal English. Under no circumstances will the designated on-site supervisor be considered a "working supervisor" who is assigned routine cleaning duties. The supervisor's primary duty will be to inspect the cleaning staffs' work and ensure any deficiencies are corrected in a timely manner. The supervisor may provide limited cleaning services to correct a deficiency or on an emergency basis, (for example, if a regular custodian must leave work due to illness, and a timely replacement cannot be found).

During times when the designated supervisor is not on-site, the Contractor will ensure a supervisor is available to respond to calls within two hours.

Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the City, for repeated non-compliance of these requirements.

8. Identification:

All personnel shall wear the same uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's account manager and/or supervisory personnel may wear badges in lieu of uniforms. The Contractor's work force and their uniforms shall be neat and clean in appearance. Uniforms shall be subject to City approval. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees working at the Police Department will be issued an identification badge. All employees' identification badges must be worn in plain sight, above the waist at all times. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee who 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.

9. Damages:

The Contractor will be responsible for all damages to the facility or contents caused by the Contractor, or its staff, during the performance of their duties. The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

10. Energy Conservation:

Contractor shall instruct all employees performing work within the facility to utilize methods which will minimize energy consumption. This shall include turning off all lights when work is completed.

III-G. Background/Security

1. All personnel engaged in the performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. The Contractor shall research the employment and police records of each employee and shall maintain a copy of that research. A copy shall be provided to the City upon request.

2. The Contractor further agrees to remove from the City's premises any employee who, in the opinion of the City, does not meet minimum security requirements.
3. The Contractor is required to have all personnel assigned to work under this contract pass a basic Live scan background check, at the Contractor's expense. This background check may take up to two weeks to be completed. The Contractor shall obtain Live scan applications from the City's Human Resources Department. The Contractor may have personnel obtain Live scan services from any office providing such services. Any personnel assigned as a regular or fill-in staff at the Police Department must pass a more comprehensive Live scan background check. This process requires obtaining an application and scheduling an appointment at the Police Department. The City will provide the Contractor with the contact information necessary to complete this process. The Contractor will have a sufficient number of employees who have passed the Live scan process so as to ensure coverage in cases of vacation, sickness, or employee termination.
4. The City requires all custodians who service the Fullerton Police Department to pass a Department of Justice online security training course before access to the Police Department is granted. The Police Department will supply the Contractor with all necessary course websites and documents for the training.

III-H. Building Security/Keys

1. The City will issue keys as necessary for access to work areas. The Contractor shall assume full responsibility for any theft or loss of keys and shall pay for re-keying all locks operated by these keys. **Keys shall not be duplicated. Keys shall not be loaned to unauthorized personnel.**
2. Keys for all custodial work in the Police Station will be checked out from the Watch Commander.
3. The Contractor shall not admit anyone into a building who is not a direct employee of the Contractor and not actively engaged in the performance of the work. This prohibition includes custodians' children or other relatives. At no time shall the Contractor or its employees enter areas of a facility not specifically included in this contract for custodial services.
4. Some facilities are protected by limited access security systems. The Contractor will schedule all work in these facilities to be done after City staff opens the facilities.
5. Certain facilities have alarm and lighting controls with which Contractor's personnel will need to become familiar. The Contractor agrees to make its employees available for training on such systems during the City's normal business hours. Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should the custodians, while in the process of entering or leaving the facility, misuse the security alarm system.

III-I. Safety/Environmental

1. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall be in compliance with the laws and regulations of the City of Fullerton, the State of California, and OSHA. The Contractor shall provide to the City all Material Safety Data Sheets and certifications and evidence of such compliance. Use of all chemicals, waxes, and other supplies shall be approved by the City prior to their use.

2. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor personnel and the public during the performance and execution of the work in this contract.
3. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this contract, (e.g. NPDES compliance for washing down facility exteriors).
4. Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this contract.
5. The Contractor shall use a minimum of 50 percent "Green Seal" certified cleaning products, or products with similar certifications, where applicable.

III-J. Tools and Equipment

The Contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The Contractor shall maintain an equipment inventory list, identifying all equipment by age and condition, to provide the services required by this contract; such list to be provided to the City upon request. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment.

III-K. Materials and Supplies

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All supplies, materials, and tools are subject to City inspection and approval. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property or which may be a risk to employees, the public, or others using City facilities.

III-L. Restrictions

1. General:

Contractor personnel shall not disturb papers on desks, open drawers or cabinets, use radios, computers, printers, copy machines, fax machines, television sets, coffee pots, microwave ovens, stoves, or refrigerators, nor shall they tamper with any personal or City property. Where the specifications require cleaning furniture, this is understood to mean tables, chairs, file cabinets, etc., but not personal desks.

2. Telephones:

City telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exceptions:

1. To report the need of medical aid, fire, or the need for law enforcement, call 9-9-1-1.
2. To report maintenance needs during normal working hours, call 6-8-9-7.
3. Radios:

The Contractor or its employees shall not use any of the City's two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of any of the Contractor's employees who are so engaged.

4. City Property:

Any unauthorized usage or tampering of City items/equipment/documents by the Contractor will be grounds for immediate termination of the contract.

III-M. Transportation

The Contractor shall provide whatever transportation is necessary to move its employees or supplies among facilities.

III-N. Inspections/Meetings

1. The purpose of quality control and performance inspections is to ensure all required tasks are being consistently performed as specified. The City has established a program of continuous and periodic inspections to monitor performance:
 - a) The Contractor's assigned area/site supervisor(s) (see Section III-F.8) will perform quality control inspections during his or her shift and direct that any deficiencies be corrected.
 - b) The contract administrator and/or site administrators will conduct regular inspections of all City facilities on a continuous basis. These inspections will especially concentrate on consistent performance of daily, weekly, and periodic cleaning tasks. The contract administrator and/or site administrators will notify the Contractor when tasks are not completed, and the Contractor shall respond and rectify the issue(s) per Section III-B. The Contractor will keep the contract administrator informed of communication with site administrators/City staff. The City will provide the Contractor with the contact information of all site administrators.
 - c) The City may employ other inspection methods, such as but not limited to, the use of video records from security and other cameras, unannounced inspections during cleaning shifts, and other such means as the City deems necessary.

The City's contract administrator will work with the designated site administrators to fulfill its inspection duties. The City expects the Contractor's work methods and quality control procedures will result in work that fully complies with this proposal's cleaning requirements without constant oversight from City staff.

- d) Deficiencies noted during any inspection will be corrected per the terms of Section III-B.

2. The Contractor will make available representatives with the proper authority to discuss contractual issues for periodic meetings with the City's contract management staff, at intervals deemed necessary by the City, to ensure contract compliance.

III-O. Custodial Closets

1. The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closets and not in any other parts of the buildings. The closets shall be kept in a neat and orderly manner at all times and shall be part of the regular inspection.
2. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in State Fire Marshall approved containers. All containers shall be labeled as to contents. If any toxic materials must be stored, they shall be labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sinks, whether porcelain or stainless steel are to be kept clean and polished at all times. Some custodial closets contain water heaters and/or electrical panels. All materials MUST be stored at least 36" away from these water heaters or panels.

III-P. Paper Products, Soap Dispensers, Vending Machines, and Waterless Urinals

1. Paper Products:

The Contractor will provide all paper products including, but not limited to, toilet paper, paper towels, and toilet seat covers necessary to ensure restrooms and other locations where dispensers are provided are fully stocked at all times with products acceptable with City standards. The City reserves the right to approve or disapprove of all such products.

2. Soap Dispensers:

Liquid and powder type dispensers are generally provided by the City. The Contractor will provide proper soap products to keep the dispensers filled. If the Contractor wishes to install a different model or type than what is provided, the Contractor may do so at its own expense. New installations must be approved by the City and must comply with the Americans with Disabilities Act (ADA).

3. Vending Machines:

Most women's restrooms (except parks) contain feminine hygiene product vending machines. The Contractor will supply and maintain all machines. Any money collected as a result of sales will become the property of the Contractor. Contractor will supply the jail with all necessary feminine supplies.

4. Waterless Urinals:

Some restrooms are equipped with waterless urinals. Contractor shall be responsible for cleaning the urinals with manufacturer-recommended products, subject to City approval, and notifying the City when cartridges are in need of replacement. The City shall be responsible for purchasing and replacing the odor-control cartridges.

5. All Contractor-provided items in Sections III-P.1 through III-P.4 will be included in the vendor's proposed prices (see Attachment A).

III-Q. Day Porter Service

1. Service Level:

- a. The Contractor shall provide designated, full-time Day Porters at City Hall and the Main Library, Police Department, and Fullerton Community Center between the hours of 0700 and 1900, Monday through Friday. Start times at each site will be determined by the City and are subject to change. Any requested changes will be with no less than two weeks' notice. The Contractor shall provide a substitute if the regular Day Porter(s) are unavailable. All of the work performed by the Day Porters shall be in addition to and not a substitute for any regular custodial operations.
- b. The Contractor shall provide a Half-Day Porter at the Main Library, between the hours of 0700 and 1900, Saturday through Sunday. The start time will be determined by the City and is subject to change. Any requested changes will be with no less than two weeks' notice. The Contractor shall provide a substitute if the regular Half- Day Porter is unavailable. All of the work performed by the Day Porter shall be in addition to and not a substitute for any regular custodial operations.
- c. The Contractor shall provide a Half-Day Porter for Parks and Recreation Department facilities. The Half-Day Porter will service the following locations, in the following order, between the hours of 1300 and 1700, Monday through Friday.
 - 1) Orangethorpe Rec. Ctr.
 - 2) Independence Park
 - 3) Richman Community Ctr.
 - 4) Maple Community Ctr.
 - 5) Lemon Park

The times and locations are subject to change at the direction of the site administrators. Any requested changes will be with no less than two weeks' notice. The Contractor shall provide a substitute if the regular Half-Day Porter is unavailable. All of the work performed by the Half-Day Porter shall be in addition to and not a substitute for any regular custodial operations.

- d. The Contractor shall provide seasonal cleanings for Parks and Recreation Department facilities. The seasonal cleanings will be conducted at the following locations, during the dates noted on the Proposal Pricing Form (Attachment A) and the Facilities' Service schedule (Attachment F), between the hours of 1300 and 1700:
 - 1) Valencia Park
 - 2) Fullerton Sports Complex
 - 3) Adlena Park
 - 4) Bastanchury Park
 - 5) Lions Field

The times and locations are subject to change at the direction of the site administrators. Any requested changes will be with no less than two weeks' notice. The Contractor shall provide a substitute if the normal crew is unavailable. All of the work performed at these locations shall be in addition to and not a substitute for any regular custodial operations.

2. Communications:

The Contractor shall furnish and maintain cell phones so all Day Porters can respond immediately to notification by the contract administrator, site administrators, or other City representatives.

3. Basic Skills:

All Day Porters will be trained and possess all of the necessary skills for custodial maintenance, to include general knowledge for the acceptable performance of the tasks listed. The Day Porters must be able to communicate effectively in both written and verbal English. The Day Porters shall be capable of productive work in an independent, unsupervised manner, working with minimum direction. Only personnel meeting these qualifications shall be employed in this work. Any person failing to meet these requirements, or who is otherwise unsatisfactory, shall be replaced immediately at the discretion of the City.

4. Supplies/Equipment:

The Contractor shall furnish and have readily available to the Day Porter staff all cleaning supplies, cleaning tools/equipment, and paper products required for the performance of this work.

5. Specific Tasks:

- The City shall provide a list of regular tasks, in addition to those listed herein, and a corresponding schedule based upon the anticipated work to be performed during the day at the assigned site. The schedule may include designated times for the Day Porter to contact the contract administrator or site administrators to receive any additional assignments that might develop during the day.
- Regularly inspect and service all restrooms, especially all public use restrooms, to ensure floors and walls are clean and free from debris and all dispensers are full.
- Inspect and clean any and all accumulations of dirt, debris, and spills in all public hallways, corridors, entrances, exits, stairs, and stairwells.
- Report any general maintenance deficiencies directly to the contract administrator or the Public Works Department through its service desk at Ext. 6897. The Day Porter shall give a full description and location of the work required. On occasion, the Day Porter may be required to assist repair personnel with location clean-up during an emergency.

III-R. Unsanitary Conditions

1. The Contractor's employees shall clean and dispose of any unsanitary and unsightly conditions caused by persons and animals using the public areas at the City's request, or as the Day Porters or night crews find during regular cleanings. Such areas shall be immediately cleaned during the employees' regular work and at any time such a condition is identified by either the contract administrator or other occupants/users of the facilities.
2. It is recommended crews are trained in the removal of unsanitary items.

3. In the event any custodian finds hazardous materials, such as blood, toxic chemicals, or highly corrosive liquids, he or she shall immediately notify the contract administrator and the Police or Fire Department for removal.

III-S. Termination of Contract

1. The City may terminate any part of or the entire contract during the term of the contract without further obligation in the event funding has been discontinued or reduced. The Contractor will receive written notification as soon as practical, but no later than one hundred and eighty (180) calendar days, prior to termination.
2. The City of Fullerton or the Contractor may terminate the contract by providing a one hundred and eighty (180) calendar day written notice to the other party.
3. If at any time, in the opinion of the City,
 - a. the Contractor consistently fails to perform to the standards and requirements of the contract (for the purposes of this contract, "consistently" means failure to correct deficiencies according to the terms of Section III-B five or more times within a month), or,
 - b. the Contractor fails to conform to the requirements of this contract; or,
 - c. the Contractor seeks relief under any law for the benefit of insolvency or is adjudicated bankrupt; or,
 - d. any legal proceedings are commenced against the Contractor which may interfere with the performance of the contract; or,
 - e. the Contractor has failed to supply an adequate working force, or material of proper quantity/quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract.

Written notice shall be issued to terminate the contract in 180 calendar days. Such optional revocation shall be exercised only once in a contract period; if the Contractor receives a second notice of termination in a contract period, such notice will be irrevocable.

Any excess cost arising by such termination will be charged against the Contractor and its sureties. All money due the Contractor or retained under the terms of the contract shall be forfeited to the City, but such forfeiture will not release the Contractor or its sureties from liability or failure to fulfill the contract.

CONTRACT CUSTODIAL SERVICES
RFP NO. 4203

SPECIFICATIONS

CONTRACT CUSTODIAL SERVICES SPECIFICATIONS

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SPECIFICATIONS

The City expects the successful contractor to recognize the intent of the Specifications and perform the duties in compliance with the spirit of the document and the City's image and goals in mind.

Acceptable cleaning standards are described below. These are not all-inclusive. Each item denotes the acceptable standard for each location covered under this contract. The City's contract administrator will determine if the standards have been met.

CLEANING STANDARDS

The results of acceptable cleaning practices are:

Appliances: Exterior of all appliances and vending machines are free of dust, surface film, and dirt.

Blinds: Both sides of blind slats are free of dust and water spots. Cords and tapes are clean.

Carpets: All carpet surfaces are free of food crumbs, dirt, smudges, marks, dust and other debris, including those areas under furniture and behind doors. There is no unsightly discoloration from spot cleaning. Carpets show no evidence of high traffic areas. Carpets are cleaned at a time which allows the carpets to dry completely before employees occupy the work area.

Ceilings: Ceilings shall be free of cobwebs, spots, and streaks.

Dispensers: All supply dispensers are filled. Waste and sanitary napkin receptacles are empty, clean, sanitized, and have new liners or bags. Additional supplies are set out in the event dispensers need to be restocked before custodians service the area.

Door Thresholds: Thresholds are clean and free of oil, grease, dirt and grime.

Drinking Fountains: The porcelain, metal and stainless steel surfaces are clean, bright, sanitized, and free of dust, spots, stains, and streaks. Drinking fountains are free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

Floors And Baseboards: Floors, including steps, risers, and landings, are free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, skipped areas, reapplied wax etc., and present an overall appearance of cleanliness. The area has a uniform luster. All surfaces are dry and the corners clean.

Food Preparation Appliances: All eating and food preparation appliances, including stoves, refrigerators, microwaves, and ovens, are sanitized, clear of spills, food, wipe streaks, dust, surface film, and other substances.

Furniture: All furniture, including those items made of fabric, plastic, and metal, are free of dust, dirt, spots, and surface film. Desktops are NOT disturbed. Papers are NOT removed from

desks in offices or Council Chamber. Personal computers, phones, terminals, printers and keyboards are not touched by the Contractor's employees and/or work crews.

Light Covers: Surfaces are clean and free of dust.

Metal Surfaces: Metal surfaces are free of smears, stains, and finger marks. They are clean, bright, and polished to a uniform luster. Bright metal surfaces have a polished and lustrous appearance.

Mirrors: Mirrors are clean and free of dirt, dust, streaks, and spots.

Patio Areas and Outside Stairways: All inside and patio and stairway areas are free of all paper, trash, empty bottles, and any other discarded material.

Porcelain: Porcelain fixtures (washbasins, urinals, toilets, etc.) are kept clean and bright; there are no spots, stains, dust, rust, mold, encrustation, and excess moisture. In washrooms with showers, the showers are free from dust, spots, stains, rust, mold, encrustation, and excess moisture.

Walls and Baseboards: Walls and baseboards are free of dirt, cobwebs, lint, streaks, etc., and present an overall appearance of cleanliness. All surfaces are dry and the corners clean and free of splashing and markings from any equipment.

Wastebaskets: Wastebaskets are free of dust, debris, and residue. Lids of plastic containers are free of marks, smudges, and food remnants. Liners are replaced.

Windows/Glass: Windows and glass are free of all cobwebs, dirt, smudges, marks and spots.

Windowsills: Sill areas are free of all cobwebs, dirt, dust, spots, streaks, and smudges. There is no obstruction to the visibility due to improper cleaning.

Wood Fixtures/Furniture: Wood furniture/fixtures are polished and free of dirt, dust, streaks, and spots. The finished area has a uniform luster.

DEFINITION OF TERMS

Buff: Remove all marks using floor machine equipment with polishing pad to maintain floor luster.

Carpet extraction: Shampoo carpeting using wet extraction machine method.

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

Daily: Work to be performed each and every day of the week.

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

Damp Wipe: Remove surface dirt with damp cloth.

Disinfect: To cleanse in order to destroy disease and germs.

Disinfectant: A germicidal cleaner for microbe control.

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

Mop: Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.

One Day: 24 clock hours.

Polish: Machine polish or rub with dry cloth.

Refinish: Apply proper floor coating (wax on polish or sealer) and buff.

Sanitize: To cleanse free from dirt and bacteria.

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

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

Sweep/Dust Mop: Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.

Vacuum: Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.

Wash: Remove all dirt, stains, and marks with approved cleaner; rinse and dry.

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

PERIODIC SCHEDULE OF CLEANING TASKS

The frequency of all services shall be performed in accordance with the following periodic schedule and shall be subject to inspection and approval by the Building and Facilities Superintendent or his/her designee(s). Work shall be scheduled around the permitted service hours identified in Attachments F and H. When City meetings run longer than scheduled, work crews must wait until the meetings are finished before completing their work. **Please Note: some facilities require unique services. These services are identified in **bold, underlined italics** within the periodic schedule below.**

PLEASE NOTE FOR ALL AREAS: any broken or defaced fixture, appliance, or building facade shall be reported to the Public Works Department's dispatcher upon observation.

DAILY: The following shall be accomplished every work day.

Restrooms:

1. Sweep and wet mop floors with approved cleaning agents.
2. Clean and sanitize toilets, urinals, sinks and fixtures, and hardware with approved cleaners.
3. Clean and polish chrome or stainless steel.
4. Clean mirrors, shelves, benches, trash cans, paper towel dispensers, and sink counters with approved cleaning agents.
5. Clean walls, partitions, doors, and door hardware. Remove dust, handprints, fingerprints, kick marks, etc.
6. Replenish toilet tissue, paper hand towels, hand soap, hand cleaner, toilet seat covers, urinal screen deodorant, and feminine sanitary products in feminine dispensers.
7. Empty trash containers and replace liners as necessary.
8. Clean waterless urinals (where present) per industry standards. Notify Contract Administrator when urinal cartridges need replacement.
9. Clean shower drains.
10. Pour soapy water down drains.
11. Check gel air fresheners. Replace as needed.

Employee Lunchrooms/Lounges/Kitchen Areas:

1. Sweep and mop (or sweep with treated mop) hard floor surfaces.
2. Vacuum and spot clean all carpet.
3. Vacuum mats and under chairs.
4. Spot clean upholstered chairs.
5. Wipe down vending machines, refrigerators, microwaves, stoves, cabinets, tables, chairs and all other furniture and appliances.
6. Clean and sanitize sinks, counters, and sink hardware with approved cleaning agents.
7. Remove spots from all walls, doors, and glass.
8. Empty all trashcans, wipe down tops of trashcans, and replace plastic liners as necessary.

Offices, reception areas, council chambers, auditoriums, classrooms, gift shops, conference rooms, file rooms, storage rooms, elevators, stairways, fitness areas, pool, patios, and all similarly occupied spaces and adjacent areas in the building (*herein referred to as "all other areas"*):

1. Sweep and wet or dry mop vinyl, tile, and concrete surfaces.

2. Vacuum and spot clean all carpet.
3. Vacuum mats and under chairs.
4. Spot clean upholstered chairs and fabric cubicles/ office dividers where present.
5. Remove spots from all walls, doors, and interior windows.
6. Clean interior and exterior glass on all first floor entrance/exit areas. *Utility Services (first floor of City Hall) and the PD lobby area have special safety glass. Please see special cleaning instructions on page 8.*
7. Wipe down tables, countertops, cabinets, vinyl, plastic, and leather chair seats, and any other furniture with approved cleaning agents. Do not touch employee desk areas.
8. Clean sinks and restock paper and soap products as needed.
9. Wipe down all handrails, instrument panels, and telephone panels (where present).
10. Clean stainless steel with approved cleaner.
11. Remove hair from any drains.
12. Clean and polish drinking fountains.
13. Empty all trashcans, wipe down tops of trashcans, and replace plastic liners as necessary.
14. Police for trash and remove cobwebs on patio areas.

Outside Trash Enclosures:

1. Clean up trash from ground in and around dumpsters.

Fullerton Museum:

1. Do not dust or disturb any displays or art in the Gallery or Gift shop area.
2. Do not clean coffeepots or exterior/interior refrigerators.

Main Library

1. Do not dust or disturb any items in workroom or on tables in Local History Room.
2. Wipe down computer keyboards and monitors in public computer areas.

PD Pistol Range (Cleaned on Tuesdays and Thursdays):

1. *Please see special cleaning instructions on page 9.*

WEEKLY: In addition to the daily requirements specified, the following shall be accomplished once every seven (7) days.

Restrooms:

1. Scrub grout to eliminate mold, dirt, and/or grime.

Employee Lunchrooms/Lounges/Kitchen Areas:

1. Clean food preparation/heating appliances. Clean stove, stove knobs, and hooded vent.
2. Dust and clean all furniture, office equipment, shelves, windowsills, blinds, doors, heat vents, glass displays, and all other surfaces within seven inches from the floor, except desks.
3. Clean both sides of glass windows in offices including window sills and frame.
4. Clean baseboards.

All Other Areas:

1. Dust and clean all furniture, office equipment, high file cabinets, shelves, windowsills, blinds, doors, heat vents, glass displays (except in Museum Gallery), and all other surfaces within seven inches from the floor, except desks.
2. Clean both sides of glass windows in offices including window sills and frame.
3. Clean baseboards.

Main Library- (Sorting Room):

1. Dust top of Plexiglas cover over conveyer belt on sorting machine

MONTHLY: In addition to the daily and weekly requirements specified, the following shall be accomplished once (1) each month.

Restrooms:

1. Steam clean and scrub all tile surfaces
2. Clean dirt and lint from ceiling, wall vents, light fixtures and covers as required.

Employee Lunchrooms/Lounges/Kitchen Areas:

1. Deep clean and sanitize exterior and interior refrigerators and microwaves.
2. Polish wooden furniture.
3. Clean, wax, and buff tile floors with approved product.*
4. Shampoo all carpet areas. *
5. Shampoo upholstered furniture. *
6. Clean dirt and lint from ceiling, wall vents, light fixtures and covers as required.

All Other Areas:

1. Polish wooden furniture.
2. Clean, wax, and buff tile floors with approved product. *
3. Shampoo upholstered furniture. *
4. Shampoo all carpet areas. *
5. Clean dirt and lint from ceiling, wall vents, light fixtures and covers as required.

Outside Trash Enclosures:

1. Pull dumpsters out of enclosures and sweep interior floors and walls. Wash down enclosure area with approved sanitizing/deodorizing agent. Recover all waste water to prevent runoff into storm drain system per NPDES requirements.

*** To be completed on a bi-monthly basis at *Isaak Walton Cabin, Red Cross, Chapman Recreation Center, and the following areas of the Main Library:***

- Entrance, near Circulation Desk.
- Just outside the public restrooms in both Adult and Children's areas.
- Computer area.
- Area near windows on the Commonwealth (south) side with lounge chairs.

QUARTERLY: In addition to the daily, weekly, and monthly requirements specified, the following shall be accomplished once (1) every three months.

City Hall, Main Library, Community Center, and Independence Park:

1. Pressure wash front entrance areas.

Police Department

1. Pressure wash center courtyard area near stairs.

SEMI-ANNUALLY: In addition to the daily, weekly, and monthly requirements specified, the following shall be accomplished twice a year.

Employee Lunchrooms/Lounges/Kitchen Areas:

1. Strip and wax floors.
2. Clean oven interior.

All Other Areas:

1. Strip and wax floors.

City Hall, Police Department, Main Library, Community Center, and Basque Yard:

1. Wash outside high windows on first, second, and third floors (Add/Alt per Section II-A of the RFP).
2. Clean interior and exterior window surfaces on the first floor. *See special instructions for sun control coating on windows on page 8.*

AREAS BY REQUEST:

Basque Yard Emergency Operations Room and Telecommunications Room:

1. Dust work surfaces and cabinet tops.
2. Sweep and mop floor.
3. Spot clean overhead bin fabric and chairs.

Fullerton Community Center - Sunday Event Clean-up:

1. Clean and mop area that was rented.
2. Clean, mop, and restock bathrooms.
3. Remove spots from all walls and doors.
4. Spot mop hallway floors.
5. Dispose of all trash.

Fullerton Museum:

1. Strip and wax tile and vinyl floor surfaces.
2. Shampoo carpets with approved cleaning product only on request (typically before each exhibit opening). There are approximately four exhibits per year.

Jail Cells:

1. Cells are to be clean only at the direction of the jailer. NO COMMUNICATION OF ANY KIND IS ALLOWED WITH THE INMATES.

CITY HALL SPECIALTY GLASS CLEANING INSTRUCTIONS:

A. INSIDE WINDOWS AT CITY HALL ARE COATED WITH A SUN CONTROL FILM AND THE FOLLOWING INSTRUCTIONS MUST BE FOLLOWED:

DO – Ammonia and water are the two ingredients 3M advises.

Mix 2 ounces ammonia in a 1 quart clean water plus 10 or so drops of liquid detergent (dish washing type).

1. Clean the windows when the sun is not directly shining on them. Lay a towel at the base of the window to catch runoff cleaning solution and soil.
2. Wet the entire window with cleaning solution using a hand pump spray bottle on a clean soft synthetic sponge. The entire window should be dripping wet.
3. Run a squeegee across the window horizontally at the top first; and then finish with vertical strokes, wiping squeegee with a dry cloth after each stroke. If you have any squeegee marks or runs on the glass, dab off gently with a clean, soft cotton cloth.
4. The key words are Wet and Slippery. If the squeegee drags or bounces on the surface, add more liquid detergent and rewet window.

DO NOT – No paper towels (wood fiber) and any brushes or abrasives.

B. SAFETY GLASS AT UTILITY SERVICES DEPARTMENT COUNTER

(1ST FLOOR LOBBY)

CAUTION: WINDEX WILL RUIN THE GLASS

Cleaning Instructions:

1. Contractor will purchase and use cleaning solution as specified by the manufacturer.
2. Paper towels may damage the glass, use soft paper towels or a chamois cloth.

POLICE PISTOL RANGE

Cleaning procedure must be followed at all times. Sweep, mop, dust, clean windows, wax when needed, and spray buff weekly.

Range is to be cleaned twice a week on Tuesday and Thursday morning.

Caution! Make sure the door to the filter air return room (located behind employees' coffee room) is closed before cleaning range. Never attempt to clean the range without the exhaust fan on. Never attempt to clean the range without wearing protective clothing. Store range cleaning equipment and protective clothing in storage area (room B-7) only. Use cleaning equipment in the range only.

PROCEDURE

1. Wear protective clothing (cloth coveralls, respirator, and rubber gloves).
2. Turn on range exhaust fan.
3. Pick up large debris from floor such as wood chips, paper, etc. Important! Do not rake or sweep up debris from floor. Put debris in metal disposal container with plastic liner.
4. Using a portable water sprayer, spray the floor with a light mist so dust can settle.
5. Using the wet/dry vacuum with a small amount of water in the tank, vacuum floor starting at the shooters and work toward the exhaust vents. After vacuuming is completed, empty the debris from the vacuum tank into the disposable container. Tie the plastic liner securely at the top.
6. Damp mop floor (almost dry).
7. Remove plastic liner and discard in parking lot disposal bin

CARE AND STORAGE OF CLEANING EQUIPMENT

1. Range cleaning equipment will be stored in room B-7 only. This equipment will be used for range cleaning only.

Important! At no time will this equipment be used in any other City facility.

2. Rinse out and dry tank of wet/dry vacuum.
3. Empty portable water sprayer.

4. Rinse wet mop and squeeze dry as possible.
5. Empty mop bucket and rinse.
6. Clean respirator with disinfectant cleaner.

EQUIPMENT NEEDED

1. Portable water sprayer
2. Wet/dry vacuum
3. Respirator
4. Paper coveralls
5. Rubber gloves
6. Mop bucket
7. Metal container with lid
8. Plastic liner

Wash hands with soap and water after cleaning range.

CUSTODIAL BUILDING INVENTORY

<u>BUILDING</u>	<u>ITEM</u>
ADLENA PARK 300 N. Adlena Dr.	Restroom
BASQUE MAINTENANCE YARD 1580 W. Commonwealth Ave.	Corporation Yard
BASTANCHURY PARK 177 W. Bastanchury Rd.	Restroom
BREA DAM 1600 N. Harbor Blvd.	Restroom
CHAPMAN PARK 2515 San Carlos Dr.	Restroom
CHAPMAN RECREATION CENTER 2515 San Carols Dr.	Community Center
CITY HALL 303 W. Commonwealth Ave.	Municipal Building
COMMUNITY CENTER 340 W. Commonwealth Ave.	Senior center, Boys & Girls Club, pool
DUANE WINTERS FIELD 340 W. Commonwealth Ave.	Restroom
FULLERTON MUSEUM 301 N. Pomona Ave.	Historic Cultural Center
FULLERTON RECREATION RIDERS Euclid St. and Lakeview Dr.	Restroom
GARNET COMMUNITY CENTER 3021 Garnet Ln.	Neighborhood center located in apartment complex

GILBERT COMMUNITY CENTER 2120 W. Orangethorpe Ave.	Neighborhood center
HILLCREST PARK 1200 North Harbor Boulevard	Restrooms (1) Hillcrest Plaza (2) Upper Lot
HILLCREST RECREATION CENTER 1155 N. Lemon St.	Neighborhood center
INDEPENDENCE PARK 801 W. Valencia Dr.	(1) Gym/Kitchen/Office (2) Handball Courts
IZAAK WALTON CABIN Hillcrest Park	Historic building for meetings and events
LAGUNA LAKE PARK 3120 Lakeview Dr.	(2) Restrooms
LEMON PARK 701 S. Lemon St.	Restrooms
LEONARD ANDREWS TENNIS CENTER 2080 Youth Way	(1) Restroom/Shower (2) Offices (3) Public Space
LIONS RECREATION 1440 N. Brea Blvd.	(2) Restrooms (1) Public Space
MAIN LIBRARY 353 W. Commonwealth Ave.	Main Branch Library
MAPLE COMMUNITY CENTER 701 S. Lemon St.	Neighborhood center
NICHOLAS PARK Euclid St. at Hill Ave.	Restroom
ORANGETHORPE RECREATION CENTER 1400 S. Brookhurst Rd.	Neighborhood center
PACIFIC DRIVE PARK 222 Pacific Dr.	Restroom

POLICE DEPARTMENT 237 W. Commonwealth Ave.	Public safety 24/7 operation
RED CROSS BUILDING 1207 N. Lemon St.	Neighborhood center
RICHMAN PARK 700 S. Richman Ave.	Restroom
RICHMAN/DON CASTRO CENTER 320 W. Elm Ave.	(2) Neighborhood centers
SPORTS COMPLEX 560 E. Silver Pine	(2) Restrooms
VALENCIA PARK 3441 W. Valencia Dr.	Restroom
WOODCREST PARK 450 W. Orangethorpe Ave.	Restroom

CITY OF FULLERTON MAINTENANCE SERVICES DEPARTMENT
CONTRACT CUSTODIAL SERVICES RFP #4203

PROPOSAL PRICING FORM

Proposer:

PROPOSAL PRICING FORM COMPLETION INSTRUCTIONS

Each section must be completed correctly or the entire proposal may be rejected. Enter an annual lump sum or hourly rate in the appropriate space as indicated in each section. Use dollar signs and commas to indicate dollar values.

The proposal pricing form is divided into eight sections, each containing information for a specific type of facility or service. Please review each section carefully before completing the form.

A mandatory job walk-through to ensure the accuracy of the proposal will be conducted on Monday, September 1, at 8:00 a.m. in the City Hall Council Chambers, 303 West Commonwealth Avenue, Fullerton, California, 92832. It is required that all proposers attend the meeting.

A sign-in sheet will be made available to certify vendors' participation in the job walk-through.

If you have any questions regarding this proposal, please submit them in writing to Nadia Cook, Public Works Administrative Analyst via e-mail to nadiac@ci.fullerton.ca.us.

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT TO PERFORM THE PROJECT AS OUTLINED BELOW.

ITEM	SECTION I: GENERAL INFORMATION
1	Terms: _____ Net 30 days or _____

ITEM	
2	What is the proposed method of determining costs to renew the contract, per Section II-G.1 of the RFP?

Instructions for completing Sections II through VIII:

- Some facilities may have seasonal or specific service times and/or days—these are included in Attachment F, Custodial Service Schedule.
- Proposers must verify square footage for each facility.

- Please note the Contractor shall clean the building between the standard working hours as described in the RFP, Section III-B.2, and "Schedule" column below. Cleaning times in bold must be cleaned during the times specified for programming, security, or other reasons.
- In the column labeled "Crew Size", please enter the number of custodians needed to complete all required tasks for that location as described in the Specifications.
- In the column labeled "Daily Labor Hours", please enter the total number of labor hours needed to complete all required tasks for that location as described in the Specifications.
- In the column labeled "Annual Lump Sum Price", please provide an annual lump sum for each facility for the services described in the Specifications.

SECTION II: CUSTODIAL SERVICES						
ITEM NO.	FACILITY & ADDRESS	SQ. FEET	SCHEDULE	CREW SIZE	DAILY LABOR HOURS	ANNUAL LUMP SUM PRICE
1	BASQUE MAINTENANCE YARD¹ (ADMIN BUILDINGS AND YARD SHOPS/RESTROOMS) 1580 W. COMMONWEALTH AVE.	18,525	ADMIN BUILDING: 5-DAY SERVICE SUN - THURS 6 PM - 3 AM GARAGE AREA/ADMIN HALLWAY 6:30 AM - 4 PM MON - THURS (7 AM - 3:30 PM ON ALTERNATE FRIDAYS)			
2	CHAPMAN REC. CENTER 2515 SAN CARLOS DR.	2,025	MON - SUN 6 PM - 3 AM			
3	CITY HALL¹ 303 W. COMMONWEALTH AVE.	48,000	SUN - THURS 6 PM - 3 AM			
4	COMMUNITY CENTER 340 W. COMMONWEALTH AVE	48,000	MON - SUN 8 PM - 3 AM			
5	FULLERTON MUSEUM CENTER 301 N. POMONA AVE.	12,000	MON - FRI 8 AM - 10 AM			

6	GARNET COMMUNITY CENTER 3021 GARNET LN.	1,800	MON - SAT 6 PM - 3 AM			
7	GILBERT COMMUNITY CENTER 2120 W. GILBERT ST.	2,160	MON - SAT 6 PM - 3 AM			
8	HILLCREST REC. CENTER 1155 N. LEMON ST.	4,327	MON - SAT 6 PM - 3 AM			
9	INDEPENDENCE PARK 801 W. VALENCIA DR. (Includes all areas in gym and handball buildings)	20,461	MON - SUN 6 PM - 3 AM			
10	IZAACK WALTON CABIN HILLCREST PARK	3,200	SAT - TUE; THURS 8 AM - 11 AM			
11	LEONARD ANDREWS TENNIS CENTER 2070 YOUTH WAY	600	MON - SUN 7 AM - 12 PM			
12	LIONS FIELD REC. CENTER 1440 N. BREA BLVD	1,590	MON - SUN START TIME: 5:30 AM			
13	MAIN LIBRARY 353 W. COMMONWEALTH AVE.	59,165	MON - SUN 9 PM - 3 AM			
14	MAPLE COMMUNITY CENTER 701 S. LEMON ST.	4,224	MON - SAT 10:30 PM - 3 AM			
15	ORANGETHORPE REC. CENTER 1400 S. BROOKHURST	2,707	MON - FRI 6 PM - 3 AM			
16	PARK RESTROOMS—EARLY MORNING SHIFT—BID AS ONE	4,180	MON - SUN SEE ATTACH. F			
17	PARK RESTROOMS—EVENING SHIFT—BID AS ONE ITEM	2,784	MON - SUN : SEE ATTACH. F			
18	POLICE DEPARTMENT 237 W. COMMONWEALTH AVE.	77,994	MON - SUN 6 PM - 3 AM			
19	RED CROSS BUILDING 1207 N. LEMON STREET	1,622	MON - SUN 6 PM - 3 AM			

20	RICHMAN/DON CASTRO COMMUNITY CENTER 320 E. ELM AVE	4,320	MON - SAT 7 PM - 3 AM			
SUB-TOTAL SECTION II		319,684				
¹ 9/80 Service: Some City facilities are open 9 days over two weeks, Monday through Friday, and closed alternate Fridays. The City will supply bidders with a Friday and holiday closure schedule.						

SECTION III: DAY PORTER SERVICES²				
ITEM NO.	FACILITY & ADDRESS	HOURS PER DAY	ANNUAL LUMP SUM PRICE	SCHEDULE/ COMMENTS
21	DAY PORTER SERVICE CITY HALL & MAIN LIBRARY	8		MON - FRI BETWEEN 7 AM - 7 PM
22	DAY PORTER SERVICE COMMUNITY CENTER	8		MON - FRI BETWEEN 7 AM - 7 PM
23	DAY PORTER SERVICE POLICE DEPARTMENT	8		MON - FRI BETWEEN 7 AM - 7 PM
24	HALF-DAY PORTER SERVICE MAIN LIBRARY	4		SAT - SUN BETWEEN 10 AM - 5 PM
25	HALF-DAY PORTER SERVICE PARKS & REC. FACILITIES	4		MON - FRI 1 PM - 5 PM
SUB-TOTAL SECTION III		32		
² See Section III-Q of RFP for full description of Day Porter Services				

SECTION IV: SEASONAL CLEANING SERVICES ³				
ITEM NO.	FACILITY	HOURS PER DAY	ANNUAL PRICE LUMP SUM	SCHEDULE/ COMMENTS
26	ADLENA PARK	.5		JUNE - AUG MON - SUN
27	BASTANCHURY PARK	.5		MARCH - JULY MON - SUN
28	FULLERTON SPORTS COMPLEX	.5		MARCH - JULY MON - SUN
29	LEMON PARK	.5		JUNE - AUG <u>Weekends only</u>
30	LIONS FIELD	.75		MARCH - JULY <u>Weekends only</u>
31	RICHMAN PARK	.5		JUNE - SEPT <u>Weekends only</u>
32	VALENCIA PARK	.5		MARCH - JULY MON - SUN
SUB-TOTAL SECTION IV		3.75		
³ See Section III-Q and Attachment F for schedule of second cleaning locations				

SECTION V: SPECIAL EVENT SERVICES ⁴			
	EVENT	DATE(s)	ANNUAL LUMP SUM PRICE
33	FIRST NIGHT FULLERTON	DEC. 31	
34	INDEPENDENCE DAY	JULY 4	
35	FARMERS' MARKET	26 THURSDAY EVENINGS, APRIL THROUGH OCTOBER	
36	FISHING DERBY AT LAGUNA LAKE	ONE SATURDAY DAY EVENT IN APRIL OR MAY	
37	SNOW DAY AT BREA DAM	ONE DAY EVENT ON A SATURDAY IN JANUARY OR FEBRUARY	
38	WINTER FEST	ONE SATURDAY IN DECEMBER	

SECTION V: SPECIAL EVENT SERVICES ⁴			
	EVENT	DATE(s)	ANNUAL LUMP SUM PRICE
SUB-TOTAL SECTION V			
⁴ See Section III-D of the RFP for details			

TOTAL ANNUAL PRICE ADD ALL LUMP SUM SUB-TOTAL AMOUNTS IN SECTIONS I THROUGH V	\$
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SECTION VI: ON-CALL SERVICES		
Note: These services are not part of the Total Annual Price, but should reflect the costs of unscheduled, requested services not included in Sections I through V.		
	ITEM	COST PER HOUR
39	ONE CUSTODIAN, WEEKDAYS BETWEEN 8:00 AM AND 6:00 PM	
40	ONE CUSTODIAN, WEEKNIGHTS BETWEEN 6:00 PM AND MIDNIGHT	
41	ONE CUSTODIAN, WEEKENDS	

SECTION VII: EXTRA SERVICES		
Note: These services are not part of the Total Annual Price, but should reflect the costs of unscheduled, requested services not included in Sections I through V.		
	SERVICE	COST PER SQUARE FOOT/FURNITURE PIECE
42	FURNITURE SHAMPOO	
43	CARPET SHAMPOO	
44	WAX/BUFF FLOORS	
45	PRESSURE WASH	
46	CLEAN LARGE DRAPES AND PROVIDE STATE FIRE CERTIFICATION	

47	CLEAN OUTSIDE CATWALKS	
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SECTION VIII: ADDITIVE/ALTERNATE LARGE WINDOW CLEANING AND PRESSURE WASHING	
ITEM	COST OF SEMI-ANNUAL WINDOW CLEANING/PRESSURE WASHING INCLUDED IN THE TOTAL ANNUAL PRICE
The specifications include semi-annual cleaning of the inside and outside of large exterior windows at City Hall, the Police Department, the Main Library, and Basque Yard. Please indicate the total cost of this service should the City chooses to exercise its option to contract separately for this service.	
The specifications include quarterly pressure washing of the entrances at City Hall, Community Center, Main Library, and Independence Park, and the courtyard area of the Police Department. Please indicate the total cost of this service should the City choose to exercise its option to contract separately for this service.	

Service Level Decrease Options

The City reserves the right to award the contract (or amend the contract in the future) with the following options:

1. Award the proposal as submitted, at full cost with **full service levels**.
2. Award the proposal, with a **5% reduction in the Total Annual Price at reduced service levels**.
3. Award the proposal, with a **10% reduction in the Total Annual Price at reduced service levels**.

In the space below, please provide a brief description of how your company would achieve either a five percent or 10 percent cost reduction. This may be explained further during the proposal review/interview process:

5% Reduction:
10% Reduction:

CERTIFICATION

Submission of the proposal indicates agreement to performance of the RFP at full level of service and payment, or reduced levels of service and payment, as directed by the City of Fullerton.

The undersigned proposer agrees that if awarded the contract, the company he or she represents will complete all work as described in this Request For Proposal for a period of thirty six (36) months after receiving the Notice to Proceed from the City of Fullerton, and that work will commence within thirty (30) days after receiving the Notice to Proceed. The undersigned further attests the representations made in this document are true and accurate to the best of his or her knowledge, under penalty of perjury.

Company:		Name of Representative	
Address:		Authorized Signature	
City/State/ Zip:		Title:	
Date:		Phone:	
Company website:		Fax:	
		Representative's e-mail:	

The original signature and title of the person authorized to represent the proposer is required.



CITY OF FULLERTON

Administrative Services Department

Administration (714) 738-6521
Fiscal Services (714) 738-6523
Information Technology (714) 738-6538
Purchasing (714) 738-6533

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the CITY OF FULLERTON. CONTRACTOR shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained within the purchase order agreement or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- B. **Business Automobile Liability Insurance:** CONTRACTOR shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. **Workers' Compensation and Employers' Liability Insurance:** CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability, Business Automobile Liability.

The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as "ADDITIONAL INSURED" with respect to liability arising out of products, materials, or services of the CONTRACTOR; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Such coverage as an additional insured shall not be limited to the period of time during which the CONTRACTOR is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officers, employees and volunteers.

B. Commercial General Liability, Business Automobile Liability.

This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Workers' Compensation and Employers' Liability Insurance.

Insurer shall waive their right of subrogation against CITY, its officers, employees and volunteers for work done on behalf of the CITY.

D. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if CONTRACTOR evidences the requisite need to the sole satisfaction of the CITY.

V. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, CONTRACTOR shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before work commences or products and materials are delivered. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

**MAIL CERTIFICATE(S) TO: CITY OF FULLERTON – RISK MANAGEMENT
303 W. Commonwealth Ave.
Fullerton CA 92832-1775**

Page 2 of 3



INSURANCE REQUIREMENTS – ATTACHMENT B ADDENDUM

RFP #4203

(hereinafter SELLER) shall procure and maintain throughout the duration of the Purchase Order Agreement ("Agreement"), insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or service supplied to the BUYER. SELLER shall provide current evidence of the required insurance in a form acceptable to the BUYER and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clauses contained within the Sections 3 and 16 of the Agreement or the extent to which SELLER may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. Commercial General Liability Insurance. SELLER shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- B. Business Automobile Liability Insurance. SELLER shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. SELLER shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by BUYER.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability, Business Automobile Liability.

The BUYER, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of products, materials or service of the SELLER; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the SELLER. Such coverage as an additional insured shall not be limited to the period of time during the transaction between the SELLER and the BUYER but rather, shall continue after the completion of said transaction. The coverage shall contain no special limitations on the scope of its protection afforded to the BUYER, its officers, employees and volunteers.

B. Commercial General Liability, Business Automobile Liability.

This insurance shall be primary insurance as respects the BUYER, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the BUYER, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Workers' Compensation and Employers' Liability Insurance.

Insurer shall waive their right of subrogation against BUYER, its officers, employees and volunteers for work done on behalf of the BUYER.

D. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the BUYER.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the BUYER with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the BUYER, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if SELLER evidences the requisite need to the sole satisfaction of the BUYER.

V. Verification of Coverage

SELLER shall furnish the BUYER with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, SELLER shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by BUYER before work commences or products and materials are delivered. The BUYER reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

BUYER

SELLER

By: _____

Dated: _____

By: _____

Dated: _____

City of Fullerton Representative

Seller Representative

NON-COLLUSION AFFIDAVIT

**ATTACHMENT C
RFP #4203**

This form is to be filled in, signed by each proposer, and notarized.

STATE OF CALIFORNIA)
COUNTY OF) SS
)

Be it known that _____ (name), being first duly sworn, deposes and testifies that he/she is _____ (state the relationship with proposing firm), of _____ (state legal name of proposing firm), the party making this proposal:

1. That the proposal tendered is not presented in the interest of, or for any undisclosed person, persons, or other legal entity.
2. That the proposal is genuine and not collusive or a sham.
3. That said proposer has not directly or indirectly solicited any other proposer to submit a false or sham proposal. That said proposer has not colluded or agreed with any other proposer or person to submit a sham proposal, nor colluded to prevent any other proposer or persons from proposing.
4. That said proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to illegally limit or establish the proposal price of said or any other proposer. That said proposer has not sought to limit or establish any overhead, profit, or cost element of such proposal price.
5. That said proposer has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
6. That said proposer has not directly or indirectly submitted its proposal price, revealed any contents or breakdown of it, or divulged information or data about it. That said proposer has not paid and will not pay any fee in connection with this proposal to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent of it, or to any other individual except those with documented financial interest with the proposer in his/her general business.
7. That all of the above statements are true to the best of my knowledge.

Signed

Title

Subscribed and sworn to
before me this _____ day
of _____, 20____.

(Seal)

Signature of NOTARY PUBLIC

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED, AND RETURNED WITH PROPOSAL

CITY OF FULLERTON

**CUSTODIAL SERVICES REQUEST FOR PROPOSAL
AFFIDAVIT FOR ELECTRONIC PREPARATION/SUBMISSION**

STATE OF CALIFORNIA))

ss.

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is (title) _____ of (firm) _____ and has received an electronic version of this Request For Proposal; and has used it to complete his or her response; that in preparing said response, he or she, nor anyone associated with preparing the response, has in any way changed, modified, deleted, or added to any of the original text included in the original version; that the only changes made were for the completion of the forms and responses related thereto; that if any changes to the original text are discovered, the entire proposal will be disqualified; that if said changes are not discovered during the course of review, the original language as sent to the proposer will take precedence.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: _____

Signed: _____

INFORMATION – REFERENCE SHEET

Each proposer is responsible for providing evidence of experience that is recent, comparable and successful in performing work specified in this RFP. Proposers must submit a minimum of three (3) references. At least one reference shall be from a local municipality located in the Southern California area that is similar or larger in size (approximately 300,000 square feet) and scope of work. See Section II-N for complete reference requirements. Proposers must include current names, addresses and phone numbers to be responsive. Use additional sheets as needed:

REFERENCE 1

Agency Name:

Contact Name:

Contact Title:

Address:

E-Mail:

Telephone:

Sq. Feet Included in Contract:

Date Services Began:

REFERENCE 2

Agency Name:

Contact Name:

Contact Title:

Address:

E-Mail:

Telephone:

Sq. Feet Included in Contract:

Date Services Began:

REFERENCE SHEET

**ATTACHMENT E
RFP #4203**

REFERENCE 3

Agency Name:

Contact Name:

Contact Title:

Address:

E-Mail:

Telephone:

Sq. Feet Included in Contract:

Date Services Began:

DO NOT SUBMIT WITH PROPOSAL

This list shows the permitted and required cleaning times for each City facility. The Contractor shall clean the building between the standard working hours as described in the RFP, Section III-C.2 and schedule below. Cleaning times in **bold must** be cleaned during the times specified for programming, security, or other reasons.

<u>BUILDING</u>	<u>SERVICE TIMES</u>
EARLY MORNING SERVICE	
BASQUE MAINTENANCE YARD FLEET SERVICES SHOPS AND RESTROOMS	9:00 a.m. - 12:00 p.m. Mon - Thurs (7:00 a.m. to 12:00 p.m. on alternate Fridays)
BASTANCHURY SPORTS PARK	6:30 a.m. start time Monday - Sunday Leave restroom unlocked when cleaning is completed. Seasonal Cleaning (March - July, 1 p.m. - 5 p.m., Mon. - Sun.)
BREA DAM	8 a.m. start time Monday - Sunday Leave restroom unlocked when cleaning is completed. Leave restrooms locked on Fridays.
DUANE WINTERS FIELD AT AMERIGE PARK	9 a.m. start time Monday - Sunday Leave restroom locked when cleaning is completed.
FULLERTON RECREATION RIDERS	5:30 a.m. start time Monday - Sunday Leave restroom unlocked when cleaning is completed.
FULLERTON MUSEUM CENTER	8:00 a.m. start time Monday - Friday
FULLERTON SPORTS COMPLEX	6:00 a.m. start time Monday - Sunday Leave restroom unlocked when cleaning is completed. Seasonal Cleaning (March - July, 1 p.m. - 5 p.m., Mon. - Sun.)
HILLCREST PARK, RESTROOMS 4 AND 6	7:00 a.m. start time Monday - Sunday Leave restroom unlocked when cleaning is completed.
IZAAK WALTON CABIN AT HILLCREST PARK	8:00 a.m. - 11:00 a.m. Saturday - Tuesday, Thursday

DO NOT SUBMIT WITH PROPOSAL

<u>BUILDING</u>	<u>SERVICE TIMES</u>
LAGUNA LAKE PARK	5:30 a.m. start time Monday - Sunday Leave restroom unlocked when cleaning is completed.
LEONARD ANDREWS TENNIS CENTER	7:00 a.m. - 12:00 p.m. Monday - Sunday
LIONS FIELD	8:30 a.m. start time Monday - Sunday Leave restroom locked when cleaning is completed. Seasonal Cleaning (March - July, 1 p.m. - 5 p.m., Sat. - Sun.)
EVENING SERVICES	
BASQUE MAINTENANCE ADMINISTRATION BUILDING	6:00 p.m. - 3:00 a.m. Sunday - Thursday
ADLENA PARK	9:30 p.m. start time Monday - Sunday Lock restrooms when cleaning is completed. Seasonal Cleaning (Jun. - Aug., 1 p.m. - 5 p.m., Mon. - Sun.)
CHAPMAN PARK	9 p.m. - 11 p.m. Monday - Sunday Lock restrooms when cleaning is completed. Half-Day Porter (1 p.m. - 5 p.m., Monday - Friday)
CHAPMAN RECREATION CENTER	6:00 p.m. - 3:00 a.m. Monday - Sunday
CITY HALL	6:00 p.m. - 3:00 a.m. Sunday - Thursday Full-time Day Porter (Mon. - Fri.)
FULLERTON COMMUNITY CENTER	8:00 p.m. - 3:00 a.m. Monday - Sunday Full-time Day Porter (Mon. - Fri.)
GARNET COMMUNITY CENTER	6:00 p.m. - 3:00 a.m. Monday - Saturday

DO NOT SUBMIT WITH PROPOSAL

<u>BUILDING</u>	<u>SERVICE TIMES</u>
GILBERT COMMUNITY CENTER	6:00 p.m. - 3:00 a.m. Monday - Saturday
HILLCREST RECREATION CENTER	6:00 p.m. - 3:00 a.m. Monday - Saturday
INDEPENDENCE PARK	6:00 p.m. - 3:00 a.m. Monday - Sunday Half-Day Porter (1 p.m. - 5 p.m., Monday - Friday)
LEMON PARK	10:30 p.m. - 3 a.m. Monday - Sunday Lock restrooms when cleaning is completed. Half-Day Porter (1 p.m. - 5 p.m., Monday - Friday) Seasonal Cleaning (Jun. - Aug., 1 p.m. - 5 p.m., Sat. - Sun.)
MAIN LIBRARY	9:00 p.m. - 3:00 a.m. Monday - Sunday Full-time Day Porter (Mon. - Fri.) Half-Day Porter (Sat. - Sun.)
MAPLE COMMUNITY CENTER	10:30 p.m. - 3:00 a.m. Monday - Saturday Half-Day Porter (1 - 5 p.m., Monday - Friday)
NICOLAS PARK	9 p.m. - 11 p.m. Monday - Sunday Lock restrooms when cleaning is completed.
ORANGETHORPE RECREATION CENTER	6:00 p.m. - 3:00 a.m. Monday - Friday Half-Day Porter (1 p.m. - 5 p.m., Monday - Friday)
PACIFIC DRIVE PARK	9:00 p.m. start time Monday - Sunday Lock restrooms when cleaning is completed.
POLICE DEPARTMENT	6:00 p.m. - 3:00 a.m. Monday - Sunday Full-time Day Porter (Mon. - Fri.)
RED CROSS BUILDING AT HILLCREST PARK	6:00 p.m. - 3:00 a.m. Monday - Sunday

DO NOT SUBMIT WITH PROPOSAL

<u>BUILDING</u>	<u>SERVICE TIMES</u>
RICHMAN DON CASTRO / COMMUNITY CENTER	7:00 p.m. - 3:00 a.m. Monday - Saturday
RICHMAN PARK	7:00 p.m. - 3 a.m. Monday - Sunday Lock restrooms when cleaning is completed. Half-Day Porter (1 p.m. - 5 p.m., Monday - Friday) Seasonal Cleaning (Jun. - Sept., 1 p.m. - 5 p.m., Sat. - Sun.)
VALENCIA PARK	8:30 p.m. start time Monday - Sunday Lock restrooms when cleaning is completed. Seasonal Cleaning (March - July, 1 p.m. - 5 p.m., Mon. - Sun.)
WOODCREST PARK	10:30 p.m. start time Monday - Sunday Lock restrooms when cleaning is completed.



CITY OF FULLERTON

Administrative Services Department

Administration (714) 738-6521
Fiscal Services (714) 738-6523
Information Technology (714) 738-6538
Purchasing (714) 738-6533

INDEMNIFICATION CLAUSE

_____ (hereinafter "VENDOR") hereby acknowledges and agrees that he/she/they are performing as an independent contractor in the delivery of goods or performance of services for the City of Fullerton (hereinafter "CITY") and as such, VENDOR and its employees, interns, and volunteers are not employees or volunteers of the CITY and are entitled to none of the rights or benefits of employment by the CITY.

VENDOR agrees to indemnify, defend and hold harmless CITY, its elected officials, officers, agents, and employees from all loss, cost, and expense, including attorneys fees and expenses, arising out of any liability, or claim of liability, for personal injury, bodily injury, contractual liability or damage to property sustained, or claimed to have been sustained, by anyone, including employees, interns or volunteers of VENDOR, in connection with delivery of goods or the performance of services for the CITY whether or not such act giving rise to the liability or claim of liability is authorized by any agreements, verbal or written, with the CITY.

VENDOR shall pay for any and all damage to the property of CITY, or loss or theft of such property caused by the negligent acts of VENDOR. CITY assumes no responsibility whatsoever for any property placed on the premises of CITY. The provisions of this Addendum do not apply to any damage or loss caused by the sole negligence of CITY or any of its officers, agents, or employees.

VENDOR shall maintain, at its own cost and expense, insurance acceptable to CITY in full force and effect throughout the term of any and all agreements with the CITY.

Should a claim for damages against the CITY arise out of the direct or indirect operation of VENDOR, and VENDOR breaches their agreement to defend and indemnify CITY as defined above, VENDOR agrees CITY may withhold payments from any current contract to the extent necessary to protect CITY's interests.

ACKNOWLEDGED AND AGREED THIS _____ DAY OF _____, _____ IN _____,
CALIFORNIA. date month year city

Signature of Owner or Legal Agent of VENDOR

Instructions:

Fill in all blanks with correct information, sign, date, and return completed form to:

CITY OF FULLERTON – RISK MANAGEMENT

303 West Commonwealth Avenue, Fullerton, California 92832-1775
Fax (714) 738-3168 • Web Site: www.ci.fullerton.ca.us

1. If you provided additional information regarding your company, policies, practices, procedures, pricing or your proposed products' capabilities, performance, capacities or pricing, does any of this information serve to qualify your response or alter any portion of these specifications? Yes/No. If so, please list sections and page numbers:

2. Does your proposal comply with the conditions and specifications in this package? Yes/No

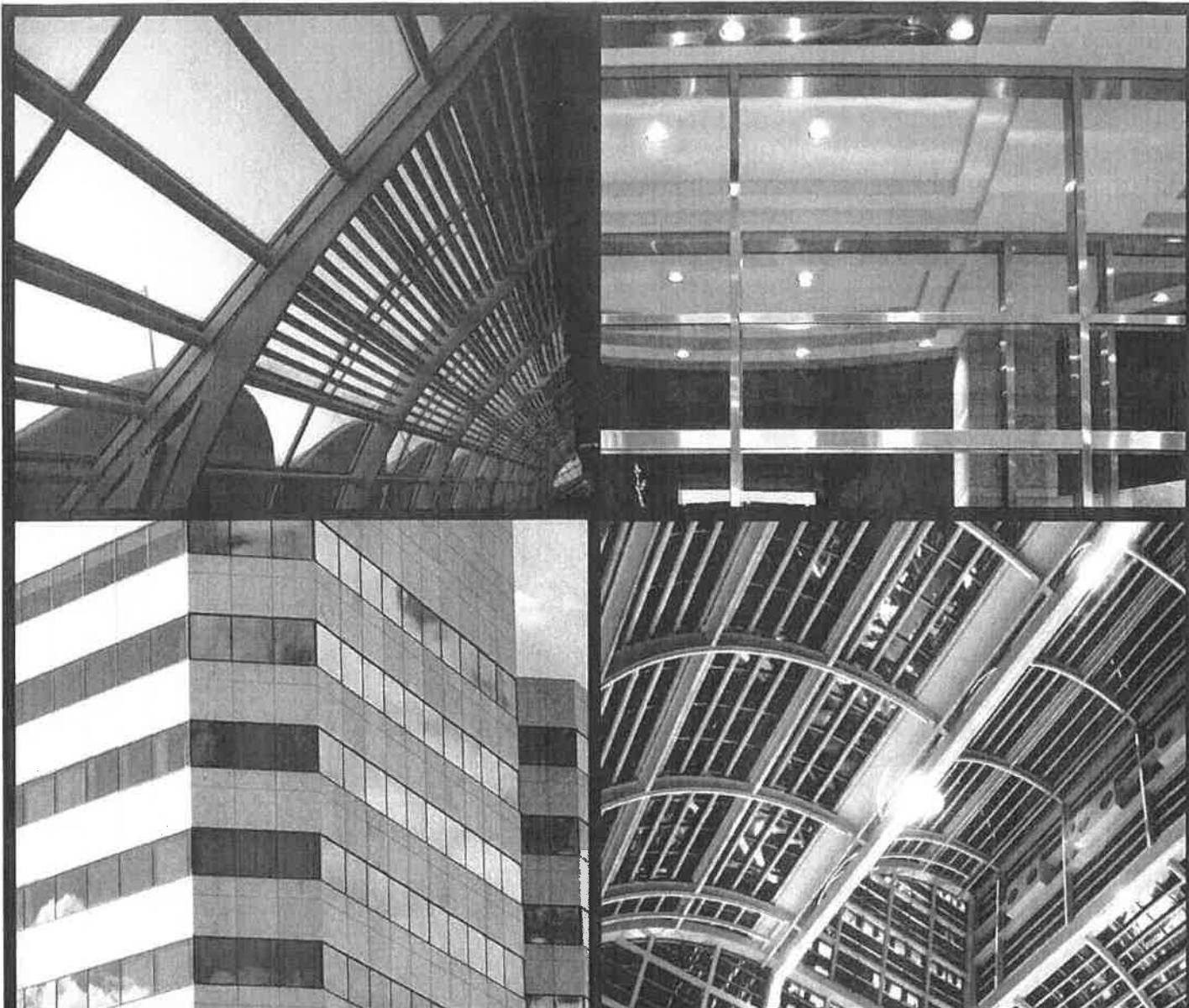
If you answered "No", explain each exception.

All exceptions or deviations must be listed here in accordance with specifications. (Use the following page if necessary).

Signature: _____

Date: _____

EXHIBIT B
CONTRACTOR'S PROPOSAL



COMMERCIAL CLEANING SYSTEMS

CONTRACT CUSTODIAL SERVICES BID No. 4153

PRESENTED TO:
CITY OF FULLERTON

September 17, 2015



September 17, 2015

Ms. Nadia Cook
Administrative Analyst
Public Works Department
City of Fullerton
1580 W. Commonwealth Avenue
Fullerton, CA 92833

Dear Ms. Cook:

Thank you for the opportunity to provide the City of Fullerton a proposal for janitorial services. We look forward to maintaining a valued partnership with you and your team.

The passion and commitment to excellence and value for your residents that the City of Fullerton possesses are shared by Commercial Cleaning Systems (CCS). As reflected in our proposal, CCS has a customer centric culture focused on working hard, providing a high level of service, taking responsibility for our actions, seeking continuous improvement and exceeding customer expectations. We strive to not only be the best janitorial service provider, but to be the best **vendor partner** in your community.

We are confident that CCS will continue to meet and exceed the high level of expectations set forth by the City of Fullerton. After reviewing our proposal, please feel free to contact Megan Osbrink with any questions:

Megan Osbrink
Director of Business Development
310-279-6234

We have thoroughly reviewed the entire RFP #4203. CCS acknowledges and accepts all of the items listed in Sections I through III of this RFP. We are excited at the prospect of continuing what we believe has been a great partnership with you, and working with your team at the City of Fullerton facilities.

Sincerely,

Dana Holladay
Senior Vice President (Authorized Signer)
949.370.8862

Section 1	BONDS PER SECTION II-H	1
Section 2	PROPOSAL PRICING FORM (Attachment A)	2
Section 3	PROOF OF INSURANCE (Attachment B)	3
	Sample Certificate of Insurance	3.1
Section 4	NON COLLUSION AFFIDAVIT (Attachment C)	4
Section 5	AFFADAVIT FOR ELECTRONIC PREPARATION/SUBMISSION IF NECESSARY (Attachment D)	5
Section 6	REFERENCE CONTACT INFORMATION SHEET (Attachment E)	6
Section 7	INDEMNIFICATION CLAUSE (Attachment G)	7
Section 9	EXCEPTIONS REQUEST (Attachment H)	8
Section 10	APPENDIX	10
	Communication, Follow Up, and De-Escalation	10.1
	Emergency Staffing/Contact Procedures	10.2
	Supervision and Quality Control	10.3
	Automated Work Order System	10.5
	Hiring and Recruitment	10.6
	Employee Training	10.7
	Sustainability Program	10.9

PROPOSAL PRICING FORM

ATTACHMENT A
RFP #4203

CITY OF FULLERTON MAINTENANCE SERVICES DEPARTMENT CONTRACT CUSTODIAL SERVICES RFP #4203

PROPOSAL PRICING FORM

Proposer: Commercial Cleaning Systems

PROPOSAL PRICING FORM COMPLETION INSTRUCTIONS

Each section must be completed correctly or the entire proposal may be rejected. Enter an annual lump sum or hourly rate in the appropriate space as indicated in each section. Use dollar signs and commas to indicate dollar values.

The proposal pricing form is divided into eight sections, each containing information for a specific type of facility or service. Please review each section carefully before completing the form.

A mandatory job walk-through to ensure the accuracy of the proposal will be conducted on Monday, September 1, at 8:00 a.m. in the City Hall Council Chambers, 303 West Commonwealth Avenue, Fullerton, California, 92832. It is required that all proposers attend the meeting.

A sign-in sheet will be made available to certify vendors' participation in the job walk-through.

If you have any questions regarding this proposal, please submit them in writing to Nadia Cook, Public Works Administrative Analyst via e-mail to nadiac@ci.fullerton.ca.us.

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT TO PERFORM THE PROJECT AS OUTLINED BELOW.

ITEM	SECTION I: GENERAL INFORMATION
1	Terms: * Net 30 days or _____

ITEM	
2	<p>What is the proposed method of determining costs to renew the contract, per Section II-G.1 of the RFP?</p> <p>Costs will remain fixed except in the event of any unforeseen federal labor regulations that affect pricing. CCS intends to remain compliant with any and all labor laws. Renewal years will receive a 2% increase to allow for inflationary increases in the cost to perform services.</p>

Instructions for completing Sections II through VIII:

- Some facilities may have seasonal or specific service times and/or days—these are included in Attachment F, Custodial Service Schedule.
- Proposers must verify square footage for each facility.

PROPOSAL PRICING FORM

ATTACHMENT A
RFP #4203

- Please note the Contractor shall clean the building between the standard working hours as described in the RFP, Section III-B.2, and "Schedule" column below. Cleaning times in bold must be cleaned during the times specified for programming, security, or other reasons.
- In the column labeled "Crew Size", please enter the number of custodians needed to complete all required tasks for that location as described in the Specifications.
- In the column labeled "Daily Labor Hours", please enter the total number of labor hours needed to complete all required tasks for that location as described in the Specifications.
- In the column labeled "Annual Lump Sum Price", please provide an annual lump sum for each facility for the services described in the Specifications.

SECTION II: CUSTODIAL SERVICES

ITEM NO.	FACILITY & ADDRESS	SQ FEET	SCHEDULE	CREW SIZE	DAILY LABOR HOURS	ANNUAL LUMP SUM PRICE
1	BASQUE MAINTENANCE YARD (ADMIN BUILDINGS AND YARD SHOPS/RESTROOMS) 1500 W. COMMONWEALTH AVE.	18,525	ADMIN BUILDING 5-DAY SERVICE SUN - THURS 6 PM - 3 AM GARAGE AREA/ADMIN HALLWAY 6:30 AM - 4 PM MON - THURS (7 AM - 3:30 PM ON ALTERNATE FRIDAYS)	1	4.5	\$24,168.75
2	CHAPMAN REC. CENTER 2515 SAN CARLOS DR.	2,025	MON - SUN 6 PM - 3 AM	1	1.25	\$9,244.03
3	CITY HALL 303 W. COMMONWEALTH AVE.	48,000	SUN - THURS 6 PM - 3 AM	3	12	\$51,078.20
4	COMMUNITY CENTER 340 W. COMMONWEALTH AVE.	48,000	MON - SUN 8 PM - 3 AM	3	12.5	\$84,284.77
5	FULLERTON MUSEUM CENTER 301 N. POMONA AVE.	12,000	MON - FRI 8 AM - 10 AM	2	4.25	\$25,573.03

Page 2 of 2

PROPOSAL PRICING FORM (Attachment A)

PROPOSAL PRICING FORM

ATTACHMENT A
RFP #4203

6	GARNET COMMUNITY CENTER 3021 GARNET LN.	1,800	MON - SAT 6 PM - 3 AM	1	1.0	\$6,166.23
7	GILBERT COMMUNITY CENTER 2120 W. GILBERT ST.	2,160	MON - SAT 6 PM - 3 AM	1	1.0	\$6,676.53
8	HILLCREST REC. CENTER 1155 N. LEMON ST.	4,327	MON - SAT 6 PM - 3 AM	1	1.3	\$9,656.86
9	INDEPENDENCE PARK 801 W. VALENCIA DR. (Includes all areas in gym and handball buildings)	20,461	MON - SUN 6 PM - 3 AM	1	3.75	\$38,760.25
10	IZAAK WALTON CABIN HILLCREST PARK	3,200	SAT - TUE; THURS 8 AM - 11 AM	1	1.25	\$8,773.37
11	LEONARD ANDREWS TENNIS CENTER 2070 YOUTH WAY	600	MON - SUN 7 AM - 12 PM	1	.75	\$10,090.92
12	LIONS FIELD REC. CENTER 1440 N. BREA BLVD	1,590	MON - SUN START TIME: 5:30 AM	1	1.0	\$12,355.42
13	MAM LIBRARY 353 W. COMMONWEALTH AVE.	59,165	MON - SUN 9 PM - 3 AM	3	11.75	\$87,919.33
14	MAPLE COMMUNITY CENTER 701 S. LEMON ST.	4,224	MON - SAT 10:30 PM - 3 AM	1	1.00	\$7,782.18
15	ORANGETHORPE REC. CENTER 1400 S. BROOKHURST	2,707	MON - FRI 6 PM - 3 AM	1	1.25	\$7,020.48
16	PARK RESTROOMS— EARLY MORNING SHIFT—BID AS ONE	4,180	MON - SUN SEE ATTACH. F	2	6	\$50,738.09
17	PARK RESTROOMS— EVENING SHIFT—BID AS ONE ITEM	2,784	MON - SUN SEE ATTACH. F	2	6	\$52,428.79
18	POLICE DEPARTMENT 237 W. COMMONWEALTH AVE.	77,994	MON - SUN 6 PM - 3 AM	5	18.5	\$126,140.15
19	RED CROSS BUILDING 1207 N. LEMON STREET	1,622	MON - SUN 6 PM - 3 AM	1	0.75	\$5,405.49

PROPOSAL PRICING FORM (Attachment A)

PROPOSAL PRICING FORM

**ATTACHMENT A
RFP #4203**

20	RICHMAN/DON CASTRO COMMUNITY CENTER 320 E. ELM AVE	4,320	MON - SAT 7 PM - 3 AM	1	1.0	\$7,016.73
SUB-TOTAL SECTION II		319,684			83.7	\$631,279.66

¹ 9/80 Service: Some City facilities are open 9 days over two weeks, Monday through Friday, and closed alternate Fridays. The City will supply bidders with a Friday and holiday closure schedule.

SECTION III: DAY PORTER SERVICES²

ITEM NO.	FACILITY & ADDRESS	HOURS PER DAY	ANNUAL LUMP SUM PRICE	SCHEDULE/ COMMENTS
21	DAY PORTER SERVICE CITY HALL & MAIN LIBRARY	8	\$39,035.07	MON - FRI BETWEEN 7 AM - 7 PM
22	DAY PORTER SERVICE COMMUNITY CENTER	8	\$39,035.07	MON - FRI BETWEEN 7 AM - 7 PM
23	DAY PORTER SERVICE POLICE DEPARTMENT	8	\$40,769.97	MON - FRI BETWEEN 7 AM - 7 PM
24	HALF-DAY PORTER SERVICE MAIN LIBRARY	4	\$26,717.34	SAT - SUN BETWEEN 10 AM - 5 PM
25	HALF-DAY PORTER SERVICE PARKS & REC. FACILITIES	4	\$19,093.81	MON - FRI 1 PM - 5 PM
SUB-TOTAL SECTION III		32	\$164,641.27	
² See Section III-Q of RFP for full description of Day Porter Services				

PROPOSAL PRICING FORM (Attachment A)

PROPOSAL PRICING FORM

ATTACHMENT A
RFP #4203

SECTION IV: SEASONAL CLEANING SERVICES¹

ITEM NO.	FACILITY	HOURS PER DAY	ANNUAL PRICE LUMP SUM	SCHEDULE/ COMMENTS
26	ADELA PARK	5	\$1,619.51	JUNE - AUG MON - SUN
27	BASTANCHURY PARK	5	\$2,277.50	MARCH - JULY MON - SUN
28	FULLERTON SPORTS COMPLEX	5	\$2,277.50	MARCH - JULY MON - SUN
29	LEMON PARK	5	\$647.80	JUNE - AUG <u>Weekends only</u>
30	LIONS FIELD	7.5	\$1,449.32	MARCH - JULY <u>Weekends only</u>
31	RICHMAN PARK	5	\$1,271.70	JUNE - SEPT <u>Weekends only</u>
32	VALENCIA PARK	5	\$2,277.50	MARCH - JULY MON - SUN
SUB-TOTAL SECTION IV		3.75	\$11,820.83	

¹ See Section III-Q and Attachment F for schedule of second cleaning locations.

SECTION V: SPECIAL EVENT SERVICES¹

	EVENT	DATE(s)	ANNUAL LUMP SUM PRICE
33	FIRST NIGHT FULLERTON	DEC. 31	\$594.34
34	INDEPENDENCE DAY	JULY 4	\$594.34
35	FARMERS' MARKET	26 THURSDAY EVENINGS, APRIL THROUGH OCTOBER	\$4,827.89
36	FISHING DERBY AT LAGUNA LAKE	ONE SATURDAY DAY EVENT IN APRIL OR MAY	\$185.62
37	SNOW DAY AT BREA DAM	ONE DAY EVENT ON A SATURDAY IN JANUARY OR FEBRUARY	\$101.50
38	WINTER FEST	ONE SATURDAY IN DECEMBER	\$296.26

PROPOSAL PRICING FORM (Attachment A)

PROPOSAL PRICING FORM

ATTACHMENT A
RFP #4203

SECTION V: SPECIAL EVENT SERVICES *

	EVENT	DATE(s)	ANNUAL LUMP SUM PRICE
SUB-TOTAL SECTION V			\$6,599.95
*See Section III-D of the RFP for details			

TOTAL ANNUAL PRICE

ADD ALL LUMP SUM SUB-TOTAL
AMOUNTS IN SECTIONS I THROUGH V

\$ 614,341.70

SECTION VI: ON-CALL SERVICES

Note: These services are not part of the Total Annual Price, but should reflect the costs of unscheduled, requested services not included in Sections I through V.

	ITEM	COST PER HOUR
39	ONE CUSTODIAN, WEEKDAYS BETWEEN 8:00 AM AND 6:00 PM	\$32.50
40	ONE CUSTODIAN, WEEKNIGHTS BETWEEN 6:00 PM AND MIDNIGHT	\$32.50
41	ONE CUSTODIAN, WEEKENDS	\$32.50

SECTION VII: EXTRA SERVICES

Note: These services are not part of the Total Annual Price, but should reflect the costs of unscheduled, requested services not included in Sections I through V.

	SERVICE	COST PER SQUARE FOOT/FURNITURE PIECE
42	FURNITURE SHAMPOO	\$15.00/piece
43	CARPET SHAMPOO	\$0.09/sqft
44	WAX/BUFF FLOORS	\$0.28/sqft
45	PRESSURE WASH	\$0.32/sqft
46	CLEAN LARGE DRAPES AND PROVIDE STATE FIRE CERTIFICATION	\$45.00/panel

PROPOSAL PRICING FORM

ATTACHMENT A
RFP #4203

47	CLEAN OUTSIDE CATWALKS	\$32,501/yr
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SECTION VIII: ADDITIVE/ALTERNATE LARGE WINDOW CLEANING AND PRESSURE WASHING

ITEM	COST OF SEMI-ANNUAL WINDOW CLEANING/PRESSURE WASHING INCLUDED IN THE TOTAL ANNUAL PRICE
The specifications include semi-annual cleaning of the inside and outside of large exterior windows at City Hall, the Police Department, the Main Library, and Basque Yard. Please indicate the total cost of this service should the City chooses to exercise its option to contract separately for this service.	\$8,150.00
The specifications include quarterly pressure washing of the entrances at City Hall, Community Center, Main Library, and Independence Park, and the courtyard area of the Police Department. Please indicate the total cost of this service should the City choose to exercise its option to contract separately for this service.	\$11,482.08

Service Level Decrease Options

The City reserves the right to award the contract (or amend the contract in the future) with the following options:

1. Award the proposal as submitted, at full cost with full service levels.
2. Award the proposal, with a 5% reduction in the Total Annual Price at reduced service levels.
3. Award the proposal, with a 10% reduction in the Total Annual Price at reduced service levels.

In the space below, please provide a brief description of how your company would achieve either a five percent or 10 percent cost reduction. This may be explained further during the proposal review/interview process:

5% Reduction:

Reduce carpet shampooing to quarterly and non-traffic hard floors to quarterly.

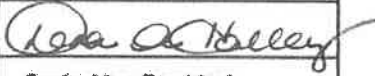

10% Reduction:

Reduce carpet shampooing to semi-annual, non-traffic hard floors to quarterly, reduce vacuuming to 3x per week and dusting to 2x per week. (All common areas would be cleaned nightly).

PROPOSAL PRICING FORM**ATTACHMENT A
RFP #4203****CERTIFICATION**

Submission of the proposal indicates agreement to performance of the RFP at full level of service and payment, or reduced levels of service and payment, as directed by the City of Fullerton.

The undersigned proposer agrees that if awarded the contract, the company he or she represents will complete all work as described in this Request For Proposal for a period of thirty six (36) months after receiving the Notice to Proceed from the City of Fullerton, and that work will commence within thirty (30) days after receiving the Notice to Proceed. The undersigned further attests the representations made in this document are true and accurate to the best of his or her knowledge, under penalty of perjury.

Company:	Commercial Cleaning Systems	Name of Representative	Dana Holladay
Address:	3001 Redhill Ave., Bldg. 6-220	Authorized Signature	
City/State/Zip:	Costa Mesa, CA 92626	Title:	Senior Vice President
Date:	September 17, 2015	Phone:	949-261-1234 ext. 251
Company website:	commercialcleaningsystems.net	Fax:	949-261-8604
		Representative's e-mail:	

The original signature and title of the person authorized to represent the proposer is required.



INSURANCE REQUIREMENTS - ATTACHMENT B ADDENDUM

RFP #4203

Commercial Cleaning Systems (hereinafter SELLER) shall procure and maintain throughout the duration of the Purchase Order Agreement ("Agreement"), insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or service supplied to the BUYER. SELLER shall provide current evidence of the required insurance in a form acceptable to the BUYER and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the indemnification and Hold Harmless clauses contained within the Sections 3 and 16 of the Agreement or the extent to which SELLER may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

- A. **Commercial General Liability Insurance.** SELLER shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- B. **Business Automobile Liability Insurance.** SELLER shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/82, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. **Workers' Compensation and Employers' Liability Insurance.** SELLER shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by BUYER.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability, Business Automobile Liability

The BUYER, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of products, materials or service of the SELLER, or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the SELLER. Such coverage as an additional insured shall not be limited to the period of time during the transaction between the SELLER and the BUYER but rather, shall continue after the completion of said transaction. The coverage shall contain no special limitations on the scope of its protection afforded to the BUYER, its officers, employees and volunteers.

B. Commercial General Liability, Business Automobile Liability

This insurance shall be primary insurance as respects the BUYER, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the BUYER, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Workers' Compensation and Employers' Liability Insurance

Insurer shall waive their right of subrogation against BUYER, its officers, employees and volunteers for work done on behalf of the BUYER.

D. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the BUYER.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the BUYER with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the BUYER, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if SELLER evidences the requisite need to the sole satisfaction of the BUYER.

V. Verification of Coverage

SELLER shall furnish the BUYER with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, SELLER shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by BUYER before work commences or products and materials are delivered. The BUYER reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

BUYER

SELLER

By: _____
City of Fullerton Representative

Dated: _____

By: *[Signature]* Dated: 9/17/2015
Seller Representative

SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

10/1/2015

DATE (MM/DD/YYYY)

8/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
8110 E. Union Avenue
Suite 700
Denver CO 80237
(303) 414-6000

CONTACT
NAME:
PHONE:
FAX:
E-MAIL:
ADDRESS:

FAX:

INSURANCE AFFORDING COVERAGE

NAIC #

Insurable A - **State Indemnity & Liability Company**

38318

Insurable B - **Depositors Insurance Company**

42587

Insurable C - **Hiscox Insurance Company Ltd**

0

Insurable D -

Insurable E -

Insurable F -

INSURED
1345173 Pacific Building Care, Inc.
Jbs Commercial Cleaning Systems
3001 Red Hill Avenue, Suite 6-200
Costa Mesa, CA 92626

COVERAGES PBCH000

CERTIFICATE NUMBER: 13647547

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD LTR	TYPE OF INSURANCE		ACORD SUBR (INSR) (PROD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	N	N	S23GCS084003214	10/1/2014	10/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCLR						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ Excluded	
	<input checked="" type="checkbox"/>	\$250K SIR Included						MED EXP (Per one person)	\$ Excluded	
								PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC						PRODUCTS - COMPOUND AGG	\$ 2,000,000	
	OTHER:								\$	
B	AUTOMOBILE LIABILITY		N	N	ACP751506924	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXXX	
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>					BODILY INJURY (Per accident)	\$ XXXXXXXX	
	<input type="checkbox"/>	NON-OWNED AUTOS	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	
	<input type="checkbox"/>	MIXED AUTOS	<input type="checkbox"/>						\$ XXXXXXXX	
A	<input checked="" type="checkbox"/>	UMBRELLA LIA	<input checked="" type="checkbox"/>	N	N	1000010698	10/1/2014	10/1/2015	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/>	EXCESS LIA	<input type="checkbox"/>					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/>	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$ XXXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/OWNER'S DISABILITY? (See Policy for details) (Mandatory in NH) If yes, check the other description of operations below		N	N	1000001034	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000
									E.L. DISEASE - EA EMPLOYEES	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Employee Theft Incl. Employee Theft of Client Prop.		N	N	13C21341024.14	10/1/2014	10/1/2015	\$1,000,000 Limit \$25,000 Deductible		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

13647547
For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles M. McDaniel

ACORD 25 (2014/01)

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PROOF OF INSURANCE

Section 3.2

NON-COLLUSION AFFIDAVIT**ATTACHMENT C****RFP #4203**

This form is to be filled in, signed by each proposer, and notarized.

STATE OF CALIFORNIA)
COUNTY OF _____) SS
_____)

Be it known that Dana A. Holladay (name), being first duly sworn, deposes and testifies that he/she is Senior Vice President (state the relationship with proposing firm), of Commercial Cleaning Systems (state legal name of proposing firm), the party making this proposal.

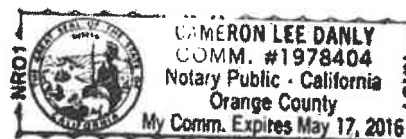
1. That the proposal tendered is not presented in the interest of, or for any undisclosed person, persons, or other legal entity.
2. That the proposal is genuine and not collusive or a sham.
3. That said proposer has not directly or indirectly solicited any other proposer to submit a false or sham proposal. That said proposer has not colluded or agreed with any other proposer or person to submit a sham proposal, nor colluded to prevent any other proposer or persons from proposing.
4. That said proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to illegally limit or establish the proposal price of said or any other proposer. That said proposer has not sought to limit or establish any overhead, profit, or cost element of such proposal price.
5. That said proposer has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
6. That said proposer has not directly or indirectly submitted its proposal price, revealed any contents or breakdown of it, or divulged information or data about it. That said proposer has not paid and will not pay any fee in connection with this proposal to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent of it, or to any other individual except those with documented financial interest with the proposer in his/her general business.
7. That all of the above statements are true to the best of my knowledge.

Dana A. Holladay
Signed
Senior Vice President
Title

Subscribed and sworn to
before me this 17 day
of September, 2015.

(Seal)

[Signature]
Signature of NOTARY PUBLIC



THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED, AND RETURNED WITH PROPOSAL

E-FORM AFFIDAVIT

ATTACHMENT D
RFP #4203

CITY OF FULLERTON

**CUSTODIAL SERVICES REQUEST FOR PROPOSAL
AFFIDAVIT FOR ELECTRONIC PREPARATION/SUBMISSION**

STATE OF CALIFORNIA))

SS.

COUNTY OF Orange)

Dana A. Holladay , being first duly sworn, deposes and says that he or she is (title) Senior Vice President of (firm) Commercial Cleaning Systems and has received an electronic version of this Request For Proposal, and has used it to complete his or her response; that in preparing said response, he or she, nor anyone associated with preparing the response, has in any way changed, modified, deleted, or added to any of the original text included in the original version; that the only changes made were for the completion of the forms and responses related thereto; that if any changes to the original text are discovered, the entire proposal will be disqualified; that if said changes are not discovered during the course of review, the original language as sent to the proposer will take precedence.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: 9/17/2015

Signed: Dana A. Holladay

REFERENCE SHEET**ATTACHMENT E
RFP #4203****INFORMATION – REFERENCE SHEET**

Each proposer is responsible for providing evidence of experience that is recent, comparable and successful in performing work specified in this RFP. Proposers must submit a minimum of three (3) references. At least one reference shall be from a local municipality located in the Southern California area that is similar or larger in size (approximately 300,000 square feet) and scope of work. See Section II-N for complete reference requirements. Proposers must include current names, addresses and phone numbers to be responsive. Use additional sheets as needed:

REFERENCE 1

Agency Name:	Orange County Fair Ground
Contact Name:	Mr. Jerry Eldridge
Contact Title:	Facilities
Address:	88 Fair Drive Costa Mesa, CA 92626
E-Mail:	jeldridge@ocfair.com
Telephone:	714-708-1587
Sq. Feet Included in Contract:	Over 5 acres of fairgrounds and special event venues
Date Services Began:	2008

REFERENCE 2

Agency Name:	City of Murrieta
Contact Name:	Mr. Dave Hendry
Contact Title:	Facilities
Address:	1 Town Square Murrieta, CA 92562
E-Mail:	dhendry@murrieta.org
Telephone:	951-350-6750
Sq. Feet Included in Contract:	125,000
Date Services Began:	2013

REFERENCE CONTACT INFORMATION SHEET
(Attachment E)

REFERENCE SHEET

**ATTACHMENT E
RFP #4203**

REFERENCE 3

Agency Name:	City of Santa Ana
Contact Name:	Mr. John Aguilar
Contact Title:	Facilities
Address:	20 Civic Center Plaza, M-11 Santa Ana, CA 92701
E-Mail:	jaguilar@santa-ana.org
Telephone:	714-847-5006
Sq. Feet Included in Contract:	375,000
Date Services Began:	2007



CITY OF FULLERTON

Administrative Services Department

ATTACHMENT G
RFP #4203

Administration (714) 738-6521
 Fiscal Services (714) 738-6523
 Information Technology (714) 738-6538
 Purchasing (714) 738-6533

INDEMNIFICATION CLAUSE

Commercial Cleaning Systems (hereinafter "VENDOR") hereby acknowledges and agrees that he/she/they are performing as an independent contractor in the delivery of goods or performance of services for the City of Fullerton (hereinafter "CITY") and as such, VENDOR and its employees, interns, and volunteers are not employees or volunteers of the CITY and are entitled to none of the rights or benefits of employment by the CITY.

VENDOR agrees to indemnify, defend and hold harmless CITY, its elected officials, officers, agents, and employees from all loss, cost, and expense, including attorneys fees and expenses, arising out of any liability, or claim of liability, for personal injury, bodily injury, contractual liability or damage to property sustained, or claimed to have been sustained, by anyone, including employees, interns or volunteers of VENDOR, in connection with delivery of goods or the performance of services for the CITY whether or not such act giving rise to the liability or claim of liability is authorized by any agreements, verbal or written, with the CITY.

VENDOR shall pay for any and all damage to the property of CITY, or loss or theft of such property caused by the negligent acts of VENDOR. CITY assumes no responsibility whatsoever for any property placed on the premises of CITY. The provisions of this Addendum do not apply to any damage or loss caused by the sole negligence of CITY or any of its officers, agents, or employees.

VENDOR shall maintain, at its own cost and expense, insurance acceptable to CITY in full force and effect throughout the term of any and all agreements with the CITY.

Should a claim for damages against the CITY arise out of the direct or indirect operation of VENDOR, and VENDOR breaches their agreement to defend and indemnify CITY as defined above, VENDOR agrees CITY may withhold payments from any current contract to the extent necessary to protect CITY's interests.

ACKNOWLEDGED AND AGREED THIS 17 DAY OF September, 2015 IN Costa Mesa CA,
date month year city
 CALIFORNIA.

Signature of Owner or Legal Agent of VENDOR

Instructions

Fill in all blanks with correct information, sign, date, and return completed form to:

CITY OF FULLERTON - RISK MANAGEMENT

303 West Commonwealth Avenue, Fullerton, California 92832-1775
 Fax: (714) 738-3168 • Web Site: www.ci.fullerton.ca.us

EXCEPTIONS REQUEST

**ATTACHMENT H
RFP #4203**

1. If you provided additional information regarding your company, policies, practices, procedures, pricing or your proposed products' capabilities, performance, capacities or pricing, does any of this information serve to qualify your response or alter any portion of these specifications? Yes/No. If so, please list sections and page numbers:

No.

2. Does your proposal comply with the conditions and specifications in this package? Yes/No

If you answered "No", explain each exception:

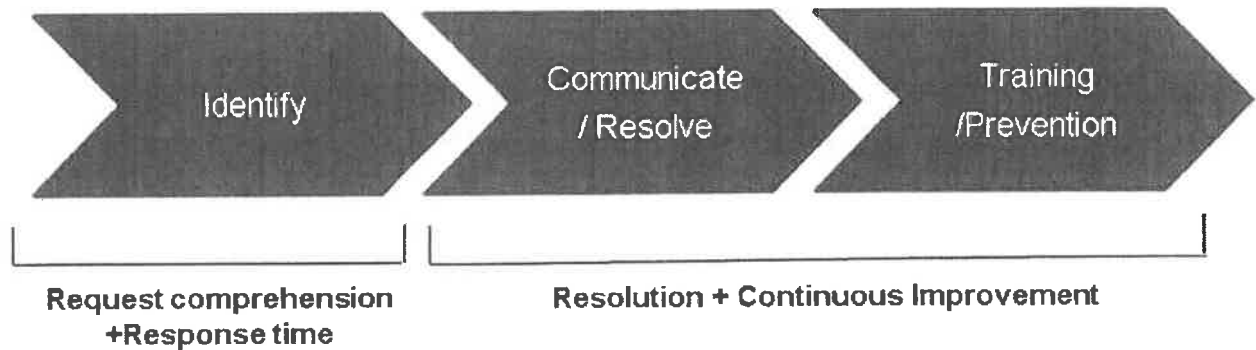
Yes.

All exceptions or deviations must be listed here in accordance with specifications. (Use the following page if necessary.)

Signature: _____

Date: September 17, 2015

We have a company goal to respond to customer requests within twenty minutes, and our standard is within one-hour. For us, the contact, follow-up, and de-escalation processes all flow into one single contact from the customer that prompts our teams into action until you have the information or response you need. **CCS read and acknowledges the requirement that any deficiencies must be corrected within two-hours of notification and will dedicate adequate resources to meet this requirement.**



Our process from first contact through de-escalation is as follows:

- Customer contacts single point-of-contact, Account Manager, via phone, email, in person, or via eHub customer portal
- Account manager responds within 1 hour maximum to acknowledge request and gain facts needed
- Account manager communicates with team internally to mobilize resources and creates a work ticket to schedule work for request
- Area Supervisor receives work ticket and communicates to on-site crew for task completion
- Completion notes and/or pictures of work are entered into system for immediate reporting to Account Manager
- Account Manager reviews notes, inspects work and closes out ticket
- Communicates back to Customer that request was completed, Customer can also view completion online through eHub customer portal
- Account Manager and Area Supervisor work together to incorporate task (as applicable) into ongoing crew training and cleaning responsibilities to prevent similar requests in the future



EMERGENCY STAFFING / CONTACT PROCEDURES

CCS has established a pool of "floater" employees who work for the company during day and evening hours. These well-trained, motivated employees have the ability to accomplish assigned jobs wherever they are needed.

During times of employee illnesses and when extra staffing is needed, Commercial Cleaning Systems is prepared to provide all of our buildings additional staffing. In times of worker shortages, creative staffing solutions are needed to maintain exceptional service levels.

Each Area Manager has a specific source of floater employees they can call upon to provide additional staffing. We use this specialized resource to service our customers in the most efficient manner possible. This allows us to respond to urgent situations and other tasks as needed.

To assist our customers in immediately contacting us in the case of an emergency, we provide our customers with the following information:

SPECIAL REQUESTS & SERVICES

(24 hours per day)

Jenny Blair, Account Manager

949-554-8796

jblair@commercialcleaningsystems.net

David Azucena, Administrative Assistant

949.261.1234 ext. 226

dazucena@commercialcleaningsystems.net

Enrique Guerra, Senior Night Operations Manager

714-380-7519

eguerra@commercialcleaningsystems.net

CARPET CLEANING/FLOOD RESTORATION

Fernando Negrete, Night Area Manager

714-920-2405

fnegrete@commercialcleaningsystems.net

24-HOUR EMERGENCY PAGER

714.296.0497

Additionally, we provide customers with laminated wallet-sized emergency contact cards with emergency contact information. Our customers can keep these contact cards in their wallet, purse, office, home, car, or anywhere necessary to reach us in their time of need.

The true difference in the janitorial industry is in the management and supervision of the work process.

Commercial Cleaning Systems believes that the true difference in the janitorial industry is in the management and supervision of the work process. We truly believe that our company is unique in the industry and we have been regarded as a premier janitorial company. We continuously re-invest heavily in our night operations to ensure that we have resources in the evening to handle floor care, floods, carpet maintenance, special cleaning requests and to provide the highest level of supervision and quality control in the industry.

All work performance is carefully documented to assure full compliance with the requirements of the contract. Our management team is committed to job quality and customer satisfaction. Commercial Cleaning Systems uses a threefold approach to supervision:

LEVEL 1 - BUILDING SUPERVISOR:

The Supervisor is responsible for the minute-to-minute supervision of the employees on the job and communication with the Area Manager. This supervisor assists the crew in performance of duties and inspects for completeness and quality of the work.

LEVEL 2 - AREA MANAGER:

The Area Manager is responsible for ensuring the work is accomplished and that the Building Supervisor is performing his/her duties as required by the contract. The Area Manager visits the site nightly. This person is also the liaison between the employee and the account management team.

LEVEL 3 - DIRECTOR OF OPERATIONS:

The Director of Operations is responsible for checking the performance and quality of the work. The Director of Operations manages and supports the Area Manager.

We pride ourselves in providing quick completion of all requests.

CCS believes that communication is the key to handle any special needs and requests in a timely manner. We pride ourselves in providing quick completion of all requests. We have a software-based communication log system that assures our nightly managers are informed of special requests and building issues.


This log is compiled daily and distributed to our managers by the Communication Coordinator in our office each evening. This software and its use by our Communication Coordinator ensures that all special requests are responded to immediately.

The performance of these requests and issues are double checked nightly by the Area Manager who reports any follow-up requests with the Account Managers and Communication Manager in our office early the next day before building operations begin. It is our Account Manager that follows up with the customer to make sure all requests were completed.

In addition, the CCS day porter management staff conducts inspections during their visits with the day staff. These inspections provide another "eye" to assist in the continuous improvement process. Also, our account management team will conduct formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

In order to ensure both regularly scheduled scope of work tasks are completed, as well as to complete special requests or complaint resolution, CCS utilizes a proprietary computer program (WinTeam) designed to accomplish these tasks and provide reporting capabilities. A brief description along with sample reports are as follows:

Commercial Cleaning Systems



Work Ticket Report

02/27/12 To 02/27/12

02/27/12 4:17:05 PM

Route ID	Route	Task Name	Section	Schedule Type	Route	Scheduled Hours	Schedule Date	Time
Ticket #	Work Description	Job Description	Billable	Crew				
2927245	Refrigerator Cleaning	Impac Companies	Monthly	Marco Yantuche			02/27/12	
	TONIGHT - Please clean all refrigerators on the 7 th floor. Please be sure to clean interior, exterior and the freezers. Do not throw away condiments or canned sodas.		No	Not Done				
2934026	Carpet - Scrub/Extract	Google	Monthly	Marco Yantuche			02/27/12	
	CAFE - Please scrub and recut the café floor under the beverage cooler, near the coffee machine and on the d/s in station. Please move the cooler and clean under and put back.		No	Not Done				
2934294	Detail Cleaning - Thorough	BaySide Executive	Weekly	Marco Yantuche			02/27/12	
	Customer will be moving sculptures tonight so that we can dust near water fountain and behind stairwell. Please make sure we are cutting any loose carpet threads on the staircase as well.		No	Not Done				
2934291	Detail Cleaning Dust/Vacuum	WRA Property Management	Monthly	Marco Estrada			02/27/12	
	Tenant is having a VIP visit tomorrow.		No	Not Done				
	In conference room:							
	1. Detail dust all fixtures.							
	2. Spot clean carpet							
	3. Make sure coffee station is stocked with supplies							

Scope of Work – Task Frequency and Description

- Upon commencement of work, the CCS Account Manager performs a thorough review of the scope of work for the contract.
- The Account Manager will review and discuss with the City facilities team to ensure a full understanding of your expectations.
- The Account Manager will load in the individual task and frequency of those tasks into the proprietary WinTeam program.
- The WinTeam program will produce schedules that will be reviewed and implemented with each Area Manager and Shift Lead. We will customize these schedules and tasks and assign to the most appropriate or all shift times.
- The WinTeam program will automatically generate a "Work Ticket" for items that are scheduled weekly, monthly, quarterly, annual or other frequency basis.
- Each day the WinTeam system provides the Area Manager with the work tickets in his or her designated area.
- The Area Manager ensures communication to the on site lead for delivery to the on-site crews.
- Upon confirmation of the completion of the work, the Area Manager must manually close out the work ticket in WinTeam. Should any work ticket items remain open, it will again be re-generated the next day. By this recurring, closed loop system, we are able to ensure that all tasks (infrequent scheduled or special request) are completed in a timely manner.

Complaint Resolution / Special Request Completion Tracking

- When a complaint or emergency request is received, an entry is made into the WinTeam system by the Account Manager or, if preferable through the eHUB portal by the City facilities contact.
- A work ticket report is generated by WinTeam for each shift of all outstanding complaints / requests within a designated area.
- The Area Manager and Shift Lead instruct the on-site crews in resolution of the complaint. They will enter completion comments and details into the WinTeam system that will be sent to the Account Manager at 5am the next morning.
- Once resolved, the Area Manager manually closes out the work ticket and the Account Manager notifies the facility contact of resolution. The ticket and completion comments can also be viewed by City through the eHUB portal.

Reports

- The reports will be generated for the City facilities team for viewing on a monthly, quarterly or annual basis as requested.
- The above reports can serve as a valuable tool to assess the performance and compliance with the scope of work and expectations.

EXHIBIT C
PROPOSAL PRICING FORM

CITY OF FULLERTON: 2020 - 2022 PRICING PROPOSAL

CITY OF FULLERTON - PARKS AND REC

Job #	Job Name	Pre-Covid 2020	Modified Scope July - Dec 2020	Modified Scope Jan - June 2021	NOTES:	July - Dec 2021*	Jan - June 2022*
120047-4	Izaak Walton Cabin	\$ 955.47	\$ -	\$ 731.78	Closed 2020, 2021 open 2x/week (Monday and Thursday), plus floor work	\$ 731.78	\$ -
120047-5	Orangethorpe Rec. Center	\$ 764.57	\$ 672.82	\$ 757.51	Start Aug 10, 2020 Tues-F, in 2021 resume to 7x.	\$ 757.51	\$ 840.84
120047-6	Chapman Rec. Center	\$ 1,006.74	\$ -	\$ 545.51	Nothing 2020, 1x/week, plus floor work	\$ 545.51	\$ 605.52
120047-7	Fullerton Museum Center	\$ 2,785.06	\$ 1,447.10	\$ 1,558.41	2x/week 2020 and 2021 (Wed & Fri).	\$ 1,558.41	\$ -
120047-9	Independence Park	\$ 4,221.22	\$ -	\$ 4,545.93	No cleaning 2020. Resume prior schedule in 2021. Deep cleaning needed before opening.	\$ 4,545.93	\$ -
120047-10	Leonard Andrews Tennis Center	\$ 1,098.96	\$ 750.96	\$ 1,078.29	2020 3x, 2021 4x.	\$ 1,078.29	\$ -
120047-11	Lions Field Rec. Center	\$ 1,345.58	\$ 1,265.28	\$ 1,449.09	2020 only 1 set RR, 2021 both sets.	\$ 1,449.09	\$ -
120047-12	Red Cross Building	\$ 588.69	\$ 470.95	\$ 633.97	2020 3x/week, 2021 6x/week (Tues - Sun), plus floor work. Deep clean needed before opening.	\$ 633.97	\$ 703.71
120047-14	Richman Community Center	\$ 764.17	\$ 725.96	\$ 822.95	3x/week in 2020 and 5x in 2021.	\$ 822.95	\$ 913.48
120047-15	Maple Community Center	\$ 847.53	\$ 847.53	\$ 1,277.81	5x 2020, 7x 2021	\$ 1,277.81	\$ 1,418.37
120047-17	Garnet Community Center	\$ 671.54	\$ -	\$ -	Closed for 2020/2021 fiscal year	\$ -	\$ -
120047-18	Community Center	\$ 9,179.12	\$ 6,032.99	\$ 9,885.21	Scope Modifications per Alice's email with days/week of service and map.	\$ 9,885.21	\$ 10,676.02
120047-19	Gilbert Community Center	\$ 727.12	\$ -	\$ -	Closed for 2020/2021 fiscal year	\$ -	\$ -
120047-20	Hillcrest Recreation Center	\$ 1,051.69	\$ 1,001.94	\$ 861.67	2020 5x through August 7, 2021 4x/week (Tues - Fri), plus floor work. Deep Clean needed before opening.	\$ 861.67	\$ 930.60
120047-51	PARK RR NIGHT: Pacifica, Valencia, Woodcrest, Maple/Lemon, Nicolas, Adlena, Chapman, Richman	\$ 5,709.82	\$ 5,253.03	\$ 6,026.26	Pacific Drive and Valencia are closed 2020. Pacific Drive open 2x in 2021. Valencia open 3x in 2021. Continue 7x/service for remaining 6 out of 8 parks.	\$ 6,026.26	\$ 6,589.15
120047-51	PARK RR DAY: Fullerton Sports Complex, Laguna Lake, Bastanchury, Hillcrest, Lions Field, Brea Dam, Duane Winters Field, Fullerton Rec Riders	\$ 5,525.68	\$ 4,420.54	\$ 5,950.73	Bastanchury closed 2020 and 7x in 2021, Brea Dam closed 2020, reopen 1x/week in 2021, Fullerton Sports Complex resume in Sept. Rec Riders closed.	\$ 5,950.73	\$ 6,605.31
120047-1	PT Porter Community Center	\$ 4,251.15	\$ -	\$ -	Effective 8/1/2020 services stopped until further notice	\$ -	\$ -
120047-2	PT Porter Parks & Rec - Orangethorpe, Rec. Center, Independence Park, Richman Community Center, Richman Park, Maple Community Center, Lemon Park	\$ 2,078.34	\$ 1,662.67	\$ 2,238.21	Independence Park closed 2020 and open 2021, Orangethorpe start Aug 10th in 2020 and open 2021.	\$ 2,238.21	\$ 2,484.42
TOTAL:		\$ 43,572.45	\$ 24,551.77	\$ 38,363.34	44% *Assuming Modified Scope in Notes for frequency	\$ 38,363.34	\$ 31,867.42
CITY OF FULLERTON - PUBLIC WORKS							
Job #	Job Name	Pre-Covid 2020	Modified Scope July - Dec 2020	Modified Scope Jan - June 2021	NOTES:	July - Dec 2021*	Jan - June 2022*
120047	City Hall	\$ 5,562.73	\$ 4,763.08	\$ 5,129.36	3/2 Scope, 5x week, quarterly carpet/floor care, reduce every other Friday service.	\$ 5,129.36	\$ 5,539.71
120047-16	Basque	\$ 2,632.12	\$ 2,278.16	\$ 2,453.35	3/2 Scope, 5x week, quarterly carpet/floor care, reduce every other Friday service.	\$ 2,453.35	\$ 2,649.62
120047-13	Library	\$ 9,574.94	\$ 5,664.45	\$ 6,100.05	3/2 Scope, 5x week, quarterly carpet/floor care, reduce every other Friday service.	\$ 6,100.05	\$ 6,588.05
120047-8	Police Department	\$ 13,737.42	\$ 12,315.35	\$ 13,262.40	3/2 Scope, 7x week, bi-monthly carpet/floor care.	\$ 13,262.40	\$ 14,323.39
120047-1	City Hall and Main Library Porter	\$ 4,251.15	\$ 4,251.15	\$ 4,578.06		\$ 4,578.06	\$ 4,944.31
120047-1	PT Porter Police Department	\$ 4,440.10	\$ 4,440.10	\$ 4,781.54		\$ 4,781.54	\$ 5,164.07
120047-1	PT Porter Main Library	\$ 2,909.67	\$ -	\$ -	Service stopped due to COVID.	\$ -	\$ -
TOTAL:		\$ 43,108.13	\$ 33,712.28	\$ 36,304.76		\$ 36,304.76	\$ 39,209.14
Reduction							
TOTAL PORTFOLIO (PARKS/REC & PUBLIC WORKS)		\$ 86,680.58	\$ 58,264.05	\$ 74,668.10	22% 22%	\$ 74,668.10	\$ 71,076.55

*Assuming Modified Scope in Notes for frequency

CITY OF FULLERTON - AS NEEDED SERVICES						
Job Name	July - Dec 2020	Jan - June 2021	Notes:	July - Dec 2021	Jan - June 2022	
Fullerton Airport	\$ 400.00	\$ 432.00	Window and carpet cleaning per occurrence	\$ 432.00	\$ 466.56	
Semi-annual window cleaning of buildings specified in RFP						
Quarterly pressure washing of buildings specified in RFP	\$ 10,636.30	\$ 11,455.30		\$ 11,455.30	\$ 12,273.53	
Carpet Shampoo - PPSF	\$ 14,984.89	\$ 16,138.73		\$ 16,138.73	\$ 17,291.50	
Wax/Buf Floors - PPSF	\$ 0.12	\$ 0.13		\$ 0.13	\$ 0.13	
Furniture Shampoo (per piece)	\$ 0.35	\$ 0.38		\$ 0.38	\$ 0.40	
	\$ 18.15	\$ 18.15		\$ 18.15	\$ 18.15	
ON - CALL SERVICES						
One Custodian, Weekdays	\$ 38.95	\$ 38.95		\$ 38.95	\$ 38.95	
One Custodian, Weeknights	\$ 38.95	\$ 38.95		\$ 38.95	\$ 38.95	
One Custodian, Weekends	\$ 38.95	\$ 38.95		\$ 38.95	\$ 38.95	
SPECIAL EVENTS						
First Night Fullerton - Dec. 31		\$ 1,068.81		\$ 1,068.81	\$ 1,145.16	
Independence Day - 7/4, 2Ppl 6.5hrs ea		\$ 576.65		\$ 576.65	\$ 617.84	
Farmers Market - Thursdays(29 total) April - October, 2 custodians 4hrs ea		\$ 6,795.26		\$ 6,795.26	\$ 7,280.64	
Winter Fest - 1 Saturday in Dec, 2 janitors 6hrs/ea		\$ 416.98		\$ 416.98	\$ 446.77	

CITY OF FULLERTON: ADDITIONAL MONTHLY COST FOR CARPET EXTRACTION

CCS Job #	Site	Per Occurrence Cost - 2020	Monthly Cost (4x/year)- 2020	Per Occurrence Cost - 2021	Monthly Cost (4x/year)- 2021	Per Occurrence Cost - 2022	Monthly Cost (4x/year)- 2022
PUBLIC WORKS - MAINTENANCE PORTFOLIO							
120047	City Hall	\$ 2,638.72	\$ 879.57	\$ 2,704.69	\$ 901.56	\$ 2,839.92	\$ 946.64
120047-13	Main Library	\$ 1,649.20	\$ 549.73	\$ 1,690.43	\$ 563.48	\$ 1,774.95	\$ 591.65
120047-8	Police Department	\$ 1,649.20	\$ 549.73	\$ 1,690.43	\$ 563.48	\$ 1,774.95	\$ 591.65
120047-16	Basque Maintenance Complex	\$ 1,319.36	\$ 439.79	\$ 1,352.34	\$ 450.78	\$ 1,419.96	\$ 473.32

EXHIBIT D
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

9/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:
INSURED 1345173 Pacific Building Care, Inc. dba CCS Facility Services 3001 Red Hill Avenue, Suite 6-220 Costa Mesa, CA 92626	INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Company <i>AXV(4)</i> NAIC # 38318 INSURER B: XL Specialty Insurance Company <i>AXV(4)</i> 37885 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES
CERTIFICATE NUMBER: 13164409

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250K SIR Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	1000100027191	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	1000198165191	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	1000589558191	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000003872 (AZ Only) 1000003873	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employee Theft incl. Employ. Theft of Client Prop.	N	N	ELU163649-19	10/1/2019	10/1/2020	\$1,000,000 Per Occ. Limit \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Provide janitorial services to City of Fullerton, Public Works Department, 1580 W. Commonwealth Ave., Fullerton, CA 92833.

CERTIFICATE HOLDER
CANCELLATION See Attachments

13164409 City of Fullerton, Public Works Department Attn: Olga Vellanoweth 1580 W. Commonwealth Ave. Fullerton, CA 92833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ CAREFULLY

ADDITIONAL INSURED — PRIMARY INSURANCE

Policy Number: 1000100027191

Effective Date: 10/1/2019 at 12:01 A.M.

Named Insured: COMMERCIAL CLEANING SYSTEMS HOLDINGS, LLC

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Section iv, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured Where Required Under Written Contract or Written Agreement Endorsement

Policy Number: 1000198165191

Effective Date: 10/01/2019 at 12:01 A.M.

Named Insured: COMMERCIAL CLEANING SYSTEMS HOLDINGS, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- d. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Starr Indemnity & Liability Company
Dallas, TX 1-866-519-2522

**Waiver of Transfer of Rights of Recovery Against
Others to Us Endorsement**

Policy Number: 1000198165191 Effective Date: 10/1/2019 at 12:01 A.M.
Named Insured: COMMERCIAL CLEANING SYSTEMS HOLDINGS, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION IV — BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

POLICY NUMBER: 1000100027191

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer
Of Rights Of Recovery Against Others To Us
of Section IV - Conditions:**

We waive any right of recovery we may have
against the person or organization shown in the
Schedule above because of payments we make
for injury or damage arising out of your ongoing
operations or "your work" done under a contract
with that person or organization and included in
the "products-completed operations hazard".

This waiver applies only to the person or
organization shown in the Schedule above

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy #: 1000003873

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO
WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)



Starr Indemnity & Liability Company

Dallas, 66-519-2522

Policy Number: 1000100027191 **Effective Date:** 10/1/2019 at 12:01 A.M.
Named Insured: COMMERCIAL CLEANING SYSTEMS HOLDINGS, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

Any person or Organization that the insured has agreed and/or is required by contract as an additional insured

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Where required by contract

ADDITIONAL PREMIUM:

Included

(If No entry appears above information required complete this endorsement will be shown in the Declarations as applicable to the endorsement)

SECTION II - WHO IS AN INSURED is amended include an insured;

The person organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated an described in the schedule of this endorsement preformed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President
General Counsel

Nehemiah E. Ginsburg,

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
1000001054

Policy #:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
Job Description

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

Policy Number: 1000100027191 **Effective Date:** 10/1/2019 at 12:01 A.M.

Named Insured: Commercial Cleaning Systems Holdings, LLC

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

All other terms, conditions and exclusions of the policy shall remain unchanged.

