SERVICES AGREEMENT

UNIVERSAL BUILDING MAINTENANCE, LLC dba ALLIED UNIVERSAL JANITORIAL SERVICES

[Custodial Services at City Community Centers - RFP No. 1914]

(n this	15	day of Oct	ober	_, 2020, the	CITY	OF RIVERSIDE	E, a California
charter	city	and	municipal	corporation	("City"),	and	UNIVERSAL	BUILDING
MAINT	ENAN	CE, I	LLC, a Calife	ornia limited	liability cor	npany	dba ALLIED l	U <mark>NIVERSA</mark> L
JANIT	DRIAL	SER	VICES ("Co	ntractor''), mu	itually agree	as fol	lows:	

- 1. Scope of Services. Contractor shall furnish all labor, materials and equipment for and perform the work of Custodial Services at City Community Centers RFP No. 1914 ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.
- 2. **Term**. The term of the Agreement shall be for the eight (8) month period beginning November 1, 2020 and ending June 30, 2021, unless otherwise terminated pursuant to the provisions herein.
- 3. Compensation. City shall pay Contractor for the performance of the Services during the term of this Agreement a Contract Price in the amount of Three Hundred Thirteen Thousand Three Hundred Eight Dollars Forty Eight Cents (\$313,308.48). City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference.
- 4. **General Compliance with Laws**. Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.
- 5. **Business Tax Certificate**. As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.
- 6. **Business Tax and Penalties**. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in

writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

- 7. **Personnel**. Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C", attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.
- 8. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.
- 9. **Independent Contractor**. In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.
- Indemnification. Contractor shall indemnify and hold harmless the City, and the 10. City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

- 11.1 <u>General Provisions</u>. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.
- 11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.
- 11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.
- 11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.
- 11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.
- 11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.
- 11.3 <u>Commercial General Liability and Automobile Insurance</u>. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

- 11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
- 11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.
- 11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

- 11.3.4 The insurance policy or policies shall also comply with the following provisions:
- a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.
- 12. **Performance and Payment Bonds.** Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized

to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

13. **Termination**. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.
- 14. **Non-Discrimination**. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and

subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

- 15. City's Right to Employ Other Consultants/Contractors. City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.
- Conflict of Interest. Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.
- 17. Solicitation. Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.
- Prevailing Wage. If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates available on-line www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: http://www.dir.ca.gov/Public-Works/PublicWorks.html.
- 19. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City To Contractor

City of Riverside Universal Building Maintenance, LLC

Attn: General Services Director 3900 Main Street Riverside, CA 92522 dba Allied Universal Janitorial Services Attn: Joanna Velarde P.O. Box 31001-2374 Pasadena, CA 91110-2374

- 20. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 21. Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.
- 22. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.
- 23. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.
- 24. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.
- 25. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

(Signatures on following page)

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

CITY OF RIVERSIDE, a California charter city and municipal corporation	UNIVERSAL BUILDING MAINTENANCE, LLC, a California limited liability company dba ALLIED UNIVERSAL JANITORIAL SERVICES
By: City Manager	By: Mark E. Olivas [Printed Name]
Attest:City Clerk	President [Title]
Certified as to Availability of Funds	By:
By:Chief Financial Officer	[Printed Name]
Approved as to Form:	[Title]
By:Elliot Min Deputy City Attorney	

20-1001 EHM 10/07/20 Rev: 11/16/17

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work

Janitorial Services for Parks, Recreation and Community Services Facilities

This scope shall include services for: floor cleaning (sweep, mop, vacuum), restroom cleaning, trash removal, disenfecting, dusting. The selected Company shall furnish all supplies, labor, insurance, supervision, training, and incidentals necessary to provide said service for locations fisted below.

Bothly Short Scott Scott Scott S	No	Job Site	Address	Cleanable Sq. Footage	Restrooms	Frequency	Days	
Computer - Vision Community Control and Section Community Control and Section Community Control and Section Community Control Communit		Bobby Bonds Sports Complax – Cesar Chavez Community Center (excludes Suites 101, 104, 105, 113, 114, 209, and 212)	2060 University Ave.					restroom; (5) jumbo Rolis, (4) urinals, (1) paper towel roli. 2nd floor womens restroom; (2) Jumbo rolis, (1) paper towol roli. 2nd floor womens restroom; (2) jumbo rolis, (1) paper towel roli.
Description - CREST Relation 2016 March Luther King Brid 201	2	Complex – Youth Opportunity Center and Gymnasium (excludes swimming pool office and	2060 University Ave.	19659	2	7	M-Su	restroom: (2) stalls (2 roll master), (1) urinal, (1) bilokl. Kitchen: (1) Bifold Gym. Womens restroom: (2) stalls (2 rollmaster), (1) papor towel roll. Mens
Community Centre	3	Complex - CHEER Building		5270	3	5	M·F	
Security Center	4		2008 Martin Luther King Blvd.	9947	4	6	Su-F	lowel roll. Back womens restroom; (2) stalls (jumbo rolls), (1) paper towel roll. Back mens restroom; (1) stall (jumbo roll), (1) Urinal, (1) paper towel roll. Kitchen; (2) paper towel rolls. Classroom 1; (1)
Surface B and C	5	Community Center		18239	6	6	M-Sa	
Speciment Spec	6		7950 Philbin Ave.	6187	6	5	M-F	Restroom: (3 Roll master), (2) paper towel roll. Kitchen Restroom: (1)
Water Restorce (1) goal of Penghar rolls (1) paper tower of a Nichres/Stric (1) Pape	7	Boathouse, Lakeside Room (excludes lowor floor of	2707 Locust St	2300	2	3	F, S, Su	Mens Restroom: (2) stalls (2 roll mester), (2) peper towel rolls.
Part Part - Renock 4915 Jacksboon St.	8	Wallon Building		2148	2	1	F	Mens Restroom: (1) stall (2 regular rolls), (1) paper towel roll. Kitchen/Sink: (1) Paper towel roll.
Seminary Camber Seminary C	9			2710	2	7	M-Su	Mens Restroom: (1) stall (2 regular rolls), (1) paper towel roll. Kitchen/Sink: (1) Paper towel roll.
11 Community Center 4305 4 6 Su.F Spaper tower fold. Meris Resistance. (3 juliar orals), (4) Ultimate, (1) spaper tower fold. (3 juliar orals), (4) Ultimate, (1) spaper tower fold. (3 juliar orals), (4) Ultimate, (1) spaper tower fold. (4) Ultimate, (1) ultim	10	Community Center		8882	2	6	Su-F	Restroom: (2) stalks (jumbo rolls), (1) paper lowel roll. Kitchen/sink:
Serior Center 12660 2 7 M-Su	11	Community Center		4305	4	6	Su-F	paper lowel roll. Mens Restroom: (3 jumbo rolls), (4) Urinals, (1)
1700 2 3 M, W, F Merin Restocom; (1) stall (Ralmaster TP), (1) urind, (1) paper lowel roil.	12	Senior Center		12680	2	7	M-Su	
Jackson Community Center 4305 4 6 Su-F Front mems Reatroom. (1) stall (jumbo rell), (1) urinel (1) paper towel roll. Winness Restroom. (2) stalls (jumbo roll), (1) urinel (1) paper towel roll. Winness Reatroom. (1) stall (jumbo roll), (1) urinel (1) paper towel roll. Kitchevisnic. (1) Paper towel roll. Winness Reatroom. (2) stalls (2 jumbo roll), (1) urinel (1) paper towel roll. Kitchevisnic. (1) Paper towel roll. Winness Reatroom. (2) stalls (2 jumbo roll), (1) paper towel roll. Kitchevisnic. (1) Paper towel roll. Winness Reatroom. (2) stalls (2 jumbo roll), (1) paper towel roll. Kitchevisnic. (1) Paper towel roll. Kitchevisnic. (1) Paper towel roll. Winness Reatroom. (2) stalls (2 jumbo roll), (1) paper towel roll. Winness Reatroom. (3 jumbo rolls), (4) trirats, (1) paper towel roll. Winness Reatroom. (3 jumbo rolls), (4) trirats, (1) paper towel roll. Winness Reatroom. (3 jumbo rolls), (4) trirats, (1) paper towel roll. Kitchevisnic. (1) Paper towel roll. Winness Reatroom. (3 jumbo rolls), (4) trirats, (1) paper towel roll. Kitchevisnic. (1) Paper towel roll. Winness Park – Swetnming Social Ave. Winness Park – Swetnming Social Ave. Winness Reatroom. (3 jumbo rolls), (1) trinat, (1) paper towel roll. Mems Reatroom. (3 jumbo rolls), (1) paper towel roll. Winness Reatroom. (3 jumbo rolls), (1) paper towel roll. Winness Park – Ameal Moore Nature Center Willegas Park – Villegas Community Center 1050 2 6 Su-F Willegas Park – Brown Roule (1) stall (3 regular rolls), (1) paper towel roll. Winness Reatroom. (3) stall (jumbo rolls), (1) paper towel roll. Kitchevistic. (1) Paper towel roll. Kitchevistic. (1) Paper towel roll. Winness Reatroom. (3) stall (jumbo rolls), (1) paper towel roll. Mems Reatroom. (3) stall (jumbo rolls), (1) paper towel roll. Mems Reatroom. (3) stall (jumbo rolls), (1) paper towel roll. Mems Reatroom. (3) stall (jumbo rolls), (1) paper towel roll. Mems Reatroom. (3) stall (jumbo rolls), (1) paper towel roll. Mems Reatroom. (4) stalls (jumbo rolls), (1) paper towel roll. Mems Reatroom. (5)	13	Center		1700	2	3	M, W, F	Mens Restroom: (1) stall (Rollmaster TP), (1) urinal, (1) paper lowel roll. Kilchen: (1) Paper lowel roll.
Community Park - Orange Terestrocom: (1) stall (1 jambo rolls, (1) paper towel roll. (1)	14		3005 Dewey Ave.	4305	4	6	Su-F	Front mens Restroom: (1) stall (jumbo roll), (1) urinal (1) paper towel roll. Womons Restroom: (2) stalls (jumbo rolls), (1) paper lowel roll. Mens Restroom: (1) stall (jumbo roll), (1) urinal (1) peper towel roll.
Community Center 4305 4 M, W, F, Su paper tower Iot. Mens Restroom: (1) proper tower Iot. (4) Urinals, (1) paper tower Iot. Richardsink: (1) Paper tower Iot. Restroom: (3) Sumbo rolls), (1) paper tower Iot. Restroom: (3) Sumbo rolls), (1) paper tower Iot. Restroom: (1) stall (3 regular rolls), (1) paper tower Iot. Richardsink: (1) Paper Iower	15	Community Park - Orange Terrace Comm, Center	20010 Orange Terrace Pkwy.	20308	2	7	M⊹Su	Mens Restroom: (1) stall (1 jumbo roll), (1) paper towel roll.
Clubhouse (excludes warehouse) Shamel Park – Swimming and Sport of the Surface of Surfa	16		701 N. Orange St.	4305	2	4	M, W, F, Su	paper towel roll. Mens Restroom: (3 jumbo rolls), (4) Uririals, (1) paper towel roll. Kitchen/sink: (1) Paper towel roll.
Sycamore Carryon Wildemass Park - Anneal Moore Nature Center Villegas Park - Villegas Community Center Villegas Park - Dales Senior Nome (excludes stacched outdoor park restroom) Villegas Park - Dales Senior Center Villegas Senior Center Villegas Park - Dales Senior Center Villegas Senior Center Villegas Park - Dales Senior Center Villegas Park - Dales Senior Center Villegas Senior Center Villegas Park - Dales Senior Center Villegas Park - Villegas	17	Clubhouse (excludes	1011 N. Orange St.	5997	4	3	M, F, Su	Restroom: (3 Roll master), (2) paper towel roll. Kitchen Restroom: (1)
Wildemass Park - Anneal Moore Nature Centar Villegas Park - Villegas Park - Villegas Community Center Villegas Park - Villegas Park - Villegas Community Center 12416 4 7 M-Su Villegas Park - Villegas Park - Villegas Community Center Villegas Park -	18		3650 Arlington Ave.	877	2	6	Su-F	
Community Center 20 12416 4 7 M-Su Front womens Restroom; (4) stalls (jumbo rolls), (1) paper towel roll. Front mens Restroom; (3) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (3) stall (jumbo rolls), (1) paper towel roll. Back womens restroom; (1) stall (jumbo rolls), (1) paper towel roll. Back mens restroom; (1) stall (jumbo rolls), (1) paper towel roll. Back mens restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll, (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll, Mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll, Mens Restroom; (1) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (2) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (3) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (3) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (3) stall (jumbo rolls), (1) paper towel roll. Front mens Restroom; (3	19	Wildemess Park – Ameal	400 Central Ave.	1050	2	6	Su-F	Mens Restroom: (1) stall (3 regular rolls), (1) paper lowel roll.
Room (excludes attached outdoor park restroom) White Park – Dates Senior White Park – Dates Senior White Park – Dates Senior Total (1) Fager (breath of the park – Dates Senior) Womens Restroom; (4) stalls (2 regular rolls, (1) paper towel roll. Womens Restroom; (4) stalls (2 regular rolls, (1) bifold. Kitchen/sink: (2) bifolds. Kitchen/sink: (2) bifolds. Senior) Youth Innovation Center 9595 Miller St	20		3091 Esperanza St	12416	4	7	M-Su	towel roll. Back womens restroom: (2) stalls (jumbo rolls), (1) paper towel roll. Back mens restroom: (1) stall (jumbo roll), (1) Urinal, (1) paper towel roll. Kitchen: (2) paper lowel rolls. Classroom 1: (1)
22 Center 10720 2 7 M-Su Restoom: (1) stall (2 regular rolls), (1) bifold. Kitchen/sink: (2) bifolds. Youth Innovation Center 9595 Miller St	21	Room (excludes attached	3091 Esperanza SL	989	2	4	M-Th	Mens Restroom: (1) stall (3 regular rolls), (1) paper towel roll.
	22		3936 Chestnut St.	10720	2	7	M-Su	Restroom: (1) stall (2 regular rolls), (1) bifold. Kitchen/sink: (2)
TIME IS A USU OCHIO (4) SIZUS (Z TEQUIAN TOSHIS BAT 4 UNDAIS	23	Youth Innovation Center	9595 Miller St	8500	2	7	M-Su	

ALLIED UNIVERSAL MANITORIAL SERVICES

A Partnership between

City of Riverside Parks Division & & <u>Allied Universal Janitorial Services</u>

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January 10, 2020

Luz Maria Granados City of Riverside Finance Department, Purchasing Division 3900 Main Street Riverside, CA 92522

Dear Luz,

I would like to thank you for the opportunity to provide you a janitorial proposal for the City of Riverside Parks, Recreation and Community Services Division. Allied Universal Janitorial Services proposes a complete cleaning solution for your buildings. We look forward to developing a mutually beneficial partnership with you, your tenants, and your entire team to ensure the highest level of cleaning is provided on a daily basis.

Allied Universal Janitorial Services is based upon responsiveness and understanding, not just the language of the specifications. We appreciate your mission to provide the highest quality service to your tenants and look forward to assisting in its accomplishments. We strive to combine the practical knowledge and diversity of experience found in larger companies, with the care and sensitivity of a small firm.

Allied Universal Janitorial Services' Quality Control program utilizes CleanTelligent, a web-based inspection program, which is custom tailored to the specifications of your building. It also alerts you when inspections have been performed. This system also provides scheduling of periodic services at no additional cost.

Our commitment to customer satisfaction will be proven day in and out. Once you have reviewed our proposal, we invite you to call us to review how we will implement our program at your property.

Sincerely,

ALLIED UNIVERSAL JANITORIAL SERVICES

Joanna Velarde

Business Development Manager

Corporate Address: 1551 N. Tustin Ave. Ste. 650 Santa Ana, CA 92705 • Tele: 877-826-1965

EXECUTIVE SUMMARY

Allied Universal is uniquely capable and personally committed to delivering exceptional quality service to exceed your expectations. Our team realizes that customer service and customer satisfaction are the number one priority. The "WOW" factor should be experienced at every point of contact, and your customers should expect nothing less from their janitorial partner.

The Allied Universal team has thoroughly reviewed and analyzed the criteria required to clean your project. Allied Universal has a full understanding of the scope of work and expectations. Our enclosed proposal has been customized to provide you with a blueprint to ensure cost effective solutions tied with an unparalleled level of service.

OPERATING HIGHLIGHTS

AUJS will implement the following to ensure the janitorial program exceeds your expectations for service and quality:



Proactive Management

Support throughout the area with outstanding and experienced management personnel.

Transparent Communication

Open communication provides the foundation for a true partnership through 24 hours per day availability. Our team will also schedule formal Quarterly Business Reviews (QBRs) to allow both AUJS and property management to stay current on service levels and inspection ratings.

Training and Development

Provide comprehensive "7 Steps to Success" training program as well as bi-monthly safety training
meetings to ensure all employees. The training program introduces and reinforces AUJS's unique
culture of high quality and exceptional service, as well as a detailed review of the scope of work.

Technology

 Provide latest in technology through Tell-The-Boss and CyCop, a revolutionary approach to tracking porters and restroom cleaners' schedules.

Quality Assurance - CleanTelligent

Provide CleanTelligent, a cloud-based inspection and periodic scheduling program that stores project's unique specifications, floor work frequencies, and validation of services.

Cleaning Innovations

Provide latest cleaning innovations in the industry including the Dual Bucket Mopping System
that separates clean water from dirty water when wet mopping floors, and the DoodleScrub,
which is a mini-scrubber that is able to operate in hard-to-reach spaces.

Transition and Start-Up

• Ensure a seamless transition of services through regular meetings, site visits with tenants, detailed checklists and accountability through entire process.

With over one hundred years of combined experience in the janitorial industry, Allied Universal management team will be dedicated to the enhancement of cleanliness of your building. Our team is responsible for cleaning over 100 million SF of high rise office; corporate campuses; government facilities; educational institutions; medical office buildings; industrial buildings; high-rise residential; retail centers; and dozens of LEED certified buildings in California, Arizona, and Nevada. Our vast knowledge is invaluable to a seamless transition and immediate enhancement of services at your project.

MISSION & VISION

Allied Universal is a dynamic, progressive, quality conscious, client focused janitorial company with an ongoing commitment to professional and personalized service. No matter what the type of project, our experienced team is able to excel in all situations and have an environmentally-preferable cleaning solution for **YOU**.

Allied Universal is focused on delivering world class service by listening to your needs. We realize that our customer service approach is cornerstone to our success.

Our Promise

The Allied Universal promise is our unrelenting focus on your success; to be "There for you" so that you can:

- Achieve your goals
- Seize tomorrow's opportunities
- Maximize return on investment for ownership
- Enhance the appearance and image of your building
- Deliver an environmentally preferable and sustainable building

Allied Universal's clients feel confident that they have a partner who truly understands their needs and aspirations. Through our leading services, systems and solutions... Allied Universal is "There for you".



Allied Universal provides unparalleled service, systems and solutions to serve, secure and care for the people and businesses of our communities.

We put our relationships with our employees and clients at the heart of everything we do each and every day.

CORE VALUES

Our primary goal is to achieve a long-term relationship with our clients by being the best equipped janitorial company to plan, implement, and properly supervise all of our accounts. Our Core Values help us achieve this by being:

United as a Team:

- Communicate clearly and effectively with clients and colleagues
- Work collaboratively to perform your daily responsibilities at the highest level
- Help each other to address problems that arise

Nimble, Fast, Responsive:

- Be responsive to co-workers' and clients' requests
- Be solutions oriented

Client Focused:

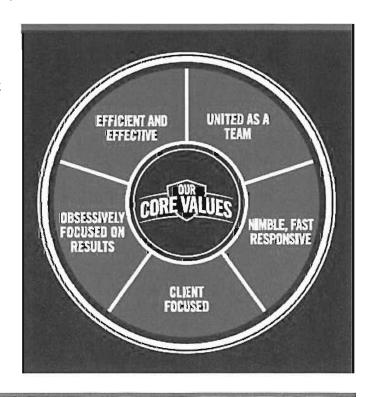
- Maintain a friendly and professional demeanor
- Know your responsibilities and execute on them professionally
- Think about how your actions impact our clients
- Be there for our clients

Obsessively Focused on Results:

- Understand client needs
- Strive for excellence
- Be neat and professional in appearance
- Commit to creating a great client experience

Efficient and Effective:

- Report to work on time
- Focus every day on improvements
- Improve yourself through learning
- Keep doing the right things



COMPANY PROFILE & RECOGNITION

Universal Building Maintenance, LLC dba Allied Universal Janitorial Services Established: 1965

Steve Jones, Chief Executive Officer Mark E. Olivas, President

Corporate Headquarters
1551 North Tustin Ave. Ste. 650, Santa Ana, CA 92705
Toll Free (877) 826-1965
www.AUS.com/Janitorial-Services

TRADE ASSOCIATIONS:

Building Owners and Managers Association	BOMA
International Facility Managers Association	IFMA
Institute of Real Estate Management	IREM
National Association of Industrial and Office Properties	NAIOP

INDUSTRY RECOGNITION:

Allied Universal takes pride in how we treat our employees. We consistently rank as one of the top places to work both in Los Angeles and Orange Counties, but also nationwide. Allied Universal has received the following recognition over the past few years.

- Association for Corporate Growth (ACG) Spotlight Award for the OC chapter: 2013
- BOMA Orange County Presidents Award: 2009
- Ernst & Young Entrepreneur of the Year Award for the OC/Desert Cities area: 2009
- Inc. 500/5000 Fastest Growing Companies list: 2010, 2011, 2012, 2013
- Inc. Magazine Hire Power Award: 2012, 2013
- BOMA Greater Los Angeles Corporate Partner Award: 2011
- Los Angeles Business Journal's Best Place to Work: 2012, 2013, 2014
- Los Angeles Business Journal's Largest Private-Sector Employers 2014, 2015
- National Top Workplaces: 2012
- Orange County Business Journal's Best Place to Work: 2009, 2010, 2012, 2013, 2014
- Orange County Business Journal Fastest-Growing Private Companies 2013 (no. 36), 2014 (no. 4), 2015 (no. 4)
- Orange County Register's Medallion Award in Training: 2012
- Orange County Register's Top Workplaces: 2008, 2009, 2011, 2012, 2013
- Orange County Register 2015 Editors' Award for Support of Veterans

PROOF OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2018

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 ADD If SUBROGATION IS WAIVED, subject to the ter this certificate does not confer rights to the certi	rms and conditions of th	e policy, certain	policies may			
PRODUCER MARSH USA INC 1717 Arch Street	CONTACT NAME: PHONE [AVC. No. Ext]: [AVC. No.:					
Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360	E-MAIL AODRESS:					
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(See Attached for Additional Named Insureds)		INSURER C : XL Insur	ance America			24554
I61 Washington Street, Suite 600 Conshohocken, PA 19428		MSURER D : Lloyd's S	yndicates - See Ac	ord 101		
		INSURER E : XL Speci	alty Insurance Com	ncany		37885
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		AUTHORIZED REPRES of Marsh USA Inc.				
		Manashi Mukherjee		Marianti Muce	•	

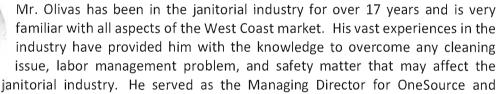
ACORD 25 (2016/03)

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MANAGEMENT TEAM

We attribute our continued success to the ongoing development and retention of our management teams. This aspect sets us apart from our competition. All of our managers and supervisors have several years of experience within the building maintenance industry and have a reputation for providing outstanding customer service.

Mark Olivas - President



managed over 120 million square feet and revenues in excess of \$160 million a year. The industry has changed in large part because of the initiative and creative imagination that Mr. Olivas has delivered to the industry. Mr. Olivas' hands on management style and inter personal relationships have made Allied Universal Janitorial Services an organization that attracts the top management talent in the market.

Mr. Olivas started his career in the janitorial industry after serving in the US Army for over 8 years as a Non Commissioned Officer. In 1991, Mark completed his commitment to the Army and began working as an area supervisor for Commercial Building Maintenance in the City of Commerce. Mr. Olivas then became one of the youngest Operations Managers in Los Angeles and was also one of the youngest Branch Managers to work for ISS after the acquisition of Commercial Building Maintenance. Several years later Mark was promoted to Senior Branch Manager and then Vice President of OneSource. Mark educated himself in all facets of the janitorial business and soon found his role as Managing Director for the West Coast of the 2nd largest janitorial company in the United States.

Mark is very well regarded within the industry because of his ground level experience and the personal attention he paid to everyone that he has partnered within the high rise market, office park complex, business improvement district and industrial office environments. Mark understands the value of commitment to customer service and serving his employees. Mark is an active member of BOMA, IREM and sat on the Associate Leadership Council for BOMA in Los Angeles.

Devin Samaha – Vice President Sales

Mr. Samaha has been with Allied Universal Janitorial Services since the relaunching of the janitorial division in January 2008. Prior to joining the Allied Universal's Executive Team, Devin was first exposed to the janitorial industry when he worked for one of the nation's largest janitorial distributor in the Western United States. While there, he trained janitors, executive housekeepers

for major hotels, and maintenance contractors on proper cleaning techniques, proper use of cleaning chemicals and the use of all cleaning equipment. Devin furthered his career when he joined Collins and Aikman Floorcoverings, where he sold commercial carpet to property

managers, architecture and design firms, and end users, focusing on the commercial office vertical market. This is where he was first exposed to Leadership in Energy and Environmental Design, better known as LEED. Since C&A leads the carpet industry in environmental sustainability, he was provided extensive training in "green". Devin then left C&A to join the Commercial Real Estate industry where he worked for a business bank and helped business owner's secure financing for the purchase of their office buildings. Devin worked in this industry for next 8 years until joining the Allied Universal Janitorial Services Executive team.

Mr. Samaha holds a Bachelor's Degree in Business Administration from the University of San Diego, where he played soccer for 4 years, including a trip to the NCAA Division I "Sweet Sixteen" his senior year.

Rafael Sorto - Regional Vice President - Orange County

Rafael Sorto has been in the janitorial industry for more than 30 years. During his tenure he has acquired unsurpassed knowledge and experience in all aspects of the service industry. Truly beginning his career from the ground floor, Mr. Sorto learned the business as a day porter and was soon discovered as a true talent in the market place. Through education and experience, Mr.

Sorto has held positions such as Area Manager, Operations Manager, Project Manager, District Manager, Director of Operations, Senior District Manager and Vice President of Operations.

Mr. Sorto was employed by ISS/OneSource for over 20 years and was involved in the acquisitions of Benco, Flagship Doral, Commercial Cleaning, Ogden Allied and UBM. He then moved to DMS Facility Services in 2000 as Vice-President of Operations for the Orange County and Inland Empire Areas. Mr. Sorto has a great rapport with the union's leadership and has been involved in all of the contract negotiations for Orange County. Mr. Sorto is an active member of BOMA, IREM, and IFMA. He has served on the board of Casita de San Jose, Assistant Coach of Basketball (NJB), as well as Scoutmaster for the Boy Scouts of America. Mr. Sorto holds degrees in Information Systems, Paralegal Studies and Spanish. He continues to pursue his MBA.

Ramon Acosta - Branch Manager

With 15 years of experience in the janitorial industry, Ramon Acosta has proven to go above and beyond earning him building of the year and outstanding client reviews. Ramon first began as a night project manager at Park Place managing 2.2 million sq. ft. and supervising over 65 employees. Years later, Ramon then began his journey with the Irvine Company for six years and eventually becoming a project manager at the Staples center for two. Now with Allied

Universal Janitorial Services, Ramon has shown growth as an Account Executive. Managing over 10 buildings and building a great partnership with both clients and fellow employees.



Art started his career in 2010 with Universal Protection Service as a guard based in Orange County. He excelled in customer service and interaction with homeowners. Art wanted to grow in his career and pursued a position as an Account Executive with Allied Universal Janitorial Services in 2012. Mr. Carrion completed Allied Universal's "It's All About U" Customer Service

Training program upon his arrival and has been instrumental in Allied Universal's CIMS Green Building Certification. Art currently oversees approx. 2 million sf of office, corporate campus, and medical office buildings. He currently oversees all aspects of his accounts including managing payroll, supply orders, quality control inspections, and has direct interaction with tenants and property managers. Art has a "hands-on" approach and ensures that all special projects are completed to his clients' satisfaction.

<u> Jaime Velasquez – Area Manager/Day Porter Supervisor</u>

Mr. Velazquez started his career in the janitorial industry in 1996 as a route waxer with American Building Maintenance. Jaime continued as a route waxer when he moved to Janico in 2000. After working the night shift for over eight years, Jaime took an opportunity with Merchants Building Maintenance in 2004 as a Day Porter Supervisor and Project Manager for the City of Anaheim.

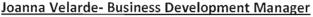
In 2008, Jaime joined Allied Universal Janitorial Services as a Night Area Manager, overseeing approx. 1.2 million square feet of nightly office building cleaning. He has since been promoted to Day Area Manager, overseeing all day porter operations for Allied Universal's Orange County Branch. Jaime ensures that all day porter absences are filled with qualified employees and provides onsite training for new accounts.

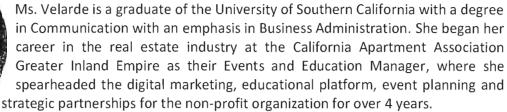
Jose Urias – Account Executive

Mr. Urias started his career in the janitorial industry with ISS over 30 years ago. Jose was a Project Manager for Koll Center in Newport Beach, CA, overseeing 1.5 million sf of Class "A" office. After seven years in that position, Jose accepted a position with OneSource as the Project Manager for Metro Center in Costa Mesa. Jose then took a position at DMS Facility Services as the Project

Manager for Norwalk Government Center in 2000. At the time, Jose managed a crew of 14 night cleaners and four day porters.

In 2008, Mr. Urias joined Allied Universal Janitorial Services as an Account Executive for the Inland Empire branch. Jose's long career in the janitorial industry gives him the knowledge and experience to provide creative cleaning solutions to all of his clients' needs. He is able to work alongside both property and facility managers to ensure that service delivery exceeds his clients' expectations.





After the chapter closed, Ms. Velarde join United Paving Company as their Marketing Manager, developing their online marketing content, social media, driving client relationships and producing branded events. Ms. Velarde then furthered her career at HARBRO Emergency Services as their Account Manager for the Inland Empire, where she spent nearly 5 years leading sales and business development efforts for the region. During her tenure, she ranked consistently in the top 5% in sales company wide, and was awarded Employee of the Year in 2016.

Ms. Velarde joined Allied Universal Janitorial Services in 2019 as their Business Development Manager, spearheading the expansion of the brand and the business for the Inland Empire. A natural connector with a passion for cultivating long term relationships, Joanna has built a solid reputation on authenticity, advocacy and genuine connection with her clients. Joanna is a member of IREM IE, CAA IE and a Board Member for BOMA IE. She has been awarded IREM IE Friend of the Year, BOMA IE Industry Partner of the Year, and BOMA IE President's Award twice.

ADDITIONAL SUPPORT STAFF

♦	Ryan Valencia	Vacancy Specialist
•	Judi Kincaid	Sr. Billing Specialist
•	Paula Malone	VP of Human Resources
♦	Doris Gil	Director, Human Resources
•	Lorena Vasquez	Regional Human Resources Manager
•	Patricia De Leon	Health & Safety, Supervisor
•	Julie Havel	Director, Safety Programs
♦	Jeff Quinn	Director of Risk Management

COMMUNICATION PLAN



Communication is paramount to providing exceptional janitorial service. With most of our services performed at night, it is extremely important to have all lines of communication open at all hours between our cleaning professionals, supervisors, senior management, and **YOU**.

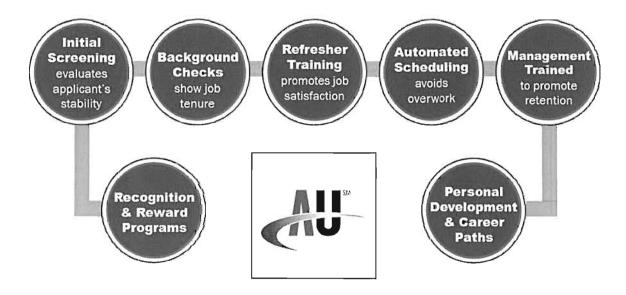
Allied Universal assigns one single point of contact to maximize efficiency and timely response. Your Account Manager will provide seamless communication regarding both janitorial or day porter service. As such, all key personnel are equipped with smartphones so that you can get in touch with us 24/7. We also provide a toll free customer service center (877) 826-1965 that will connect you with our management within minutes.

Communication and feedback from our clients is essential to a successful partnership. Account Managers and Area Supervisors will schedule routine inspections based on your needs to ensure expectations are exceeded. These combined efforts translate into a premier cleaning program tailored for **YOU**.

PERSONNEL

Allied Universal believes its employees are the foundation in delivering exceptional cleaning services. It all starts with exceptional talent; hiring only the best, most qualified cleaning professionals. We then provide them with proper training through Allied Universal's "7 Steps To Success" and support them with the latest technology and equipment to perform their tasks effectively and efficiently. Finally, we ensure the work is completed to your standards by employing experienced supervisors to oversee all cleaning professionals. By holding our cleaning professionals accountable, we are able to proactively address quality concerns.

We offer our employees competitive pay wages and comprehensive health benefit packages to foster a healthy, productive work environment.



HIRING & SCREENING PROCESS

Allied Universal Janitorial Services is an equal opportunity employer. We understand that our employees are the back bone of our organization. The employees we hire are a direct reflection on our organization. Consequently, we go to great lengths to make sure we hire quality people.

Regardless of whether we are hiring a new employee or transitioning current cleaning professionals over to our team, every candidate fills out an application for employment with our Human Resource Department. Once an application is completed, our HR department does a complete pre-employment screening of all prospective employees that includes:

- ✓ Employment eligibility I-9 Verification
- ✓ Employment background check & References
- ✓ Drug testing (as requested)
- ✓ Criminal background check (as required)

We have a team of full time recruiters that keep dozens of potential cleaners in our pipeline of future employees. This allows us to staff our properties at a moment's notice when a permanent employment opportunity arises or we need to fill a temporary position if an employee is sick or on vacation.

ABSENCE COVERAGE

Allied Universal Janitorial Services requires that each employee give their supervisor a minimum 4 hour notice before the start of their shift if they are not able to report to work. A replacement person is then called immediately to cover the absentee's shift.

Allied Universal has a dedicated on-call pool of employees to ensure that replacement workers are available when illness occurs. These employees are properly trained on green cleaning, Allied Universal's cleaning processes, and safety measures. This will assist in reducing the amount of training time that is spent on replacement workers' understanding of cleaning procedures when they arrive to work.

EMPLOYEE RECOGNITION

We recognize that our employees are the key to our success. As such, we acknowledge their outstanding performance and achievements throughout the year in several ways:



EMPLOYEE BENEFITS

Allied Universal Janitorial Services offers comprehensive health benefits to all employees working 30+ hours per week. Qualifying employees can take advantage of the following benefits offered.

Medical

Allied Universal Janitorial Services offers two levels of ACA compliant medical plans through The Boon Group for employees and their eligible dependent. The cost of coverage for the qualifying mandated plan, the "MVP Silver Plan" option, is 9.5% of gross pay per pay period for individual coverage. Qualified employees are eligible to enroll in health insurance on the first of the month following 60 days of employment.

Dental & Vision

Allied Universal offers employees and their eligible dependents two types of voluntary dental plans as well as a full service vision plan to ensure that all aspects of health coverage are included in their benefits package.

Employee Assistance Program

All employees are eligible to participate in our Employee Assistance Program at no cost to them. They may contact a qualified counselor 24/7 to assist with any type of individual or family problems, including financial issues, marital counseling, childcare or dependent counseling issues, substance abuse issues within the family, or any other type of problem that may distract the employee from performing at his or her best.

Retirement Plan

We provide full time employees with 6 months of continuous service the opportunity to save for their retirement on a pre-tax or Roth basis through our 401(k) retirement plan. Mass Mutual administers this benefit and there is a menu of investment options available. Open enrollment is generally conducted two times a year and details about the program are provided to the employee when they become eligible.

Holidays

Allied Universal and its employees observe the following eight (8) holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

If coverage is required for your building on any of these days, it will be billed outside of the monthly contracted rate included in the proposal. Coverage on these days will be at a rate of time and one half. Allied Universal follows all state laws regarding overtime and pays time and one half for all hours worked over 8 in one work day or over 40 in one work week.

UNIFORM PROGRAM

Allied Universal understands that the appearance of our employees is a direct reflection of our organization along with our partners. Therefore, we make sure our staff is professionally manicured and outfitted with quality uniforms. We provide each employee with five sets of uniforms to ensure that our crews look professional and have a clean set of uniforms each day. We take pride in matching their appearance with the industry-leading technology and support they receive.

We have an extensive selection of uniforms that will satisfy ownership requirements of the property. Employees are required to wear their uniforms and identification badges at all times while on the property.



TRAINING PROGRAM

Allied Universal Janitorial Services provides an exceptional training program for all of its employees. It begins with an initial orientation and continues with monthly and quarterly training to comply with all OSHA SB 198 requirements and our clients as well as our expectations.

All staff complete the "7-Steps To Success" Training program, which <u>includes 8 hours of</u> comprehensive training, before starting work.

Step One: Introduction to Allied Universal Culture & Customer Service

- ✓ The History of Allied Universal
- ✓ Allied Universal Mission and Value Proposition to its Clients
- ✓ AU Green: Our Commitment to the Environment
- ✓ Allied Universal's Customer Service Standards
- ✓ It's all About U: Disney's Approach to Customer Service and Cleaning

Step Two: Cleaning 101 – Cleaning Basics and Demonstration of Tools and Products

- ✓ Pro-Team HEPA Vacuum Program
- ✓ Easy Trap Floor Dust Mopping System
- ✓ Double Barrel Trash System, Including Desk Side or Central Location Pick-Ups
- ✓ Micro Fiber Technology
- ✓ Diversey Green Seal Certified Cleaning Products
- ✓ Documentation Procedures for Green Cleaning Processes
- ✓ U Green[™] Cleaning Process with Green Cleaning Tools and Supplies

Step Three: Computer Based Training & Testing - Procedure Modules

- ✓ Easily schedule employee training
- ✓ Tests employees to ensure competency
- ✓ Tracks and maintains employee training records
- ✓ Produces reports that document training activities
- ✓ Provides user-friendly features for customized courses

Step Four: Allied Universal / Diversey Video Training Series

This series of videos includes comprehensive training on common, must-know cleaning and maintenance tasks:

- ✓ Pressure Washing
- ✓ Proper Heavy Trash Removal
- ✓ Diversey Dilution Control System
- ✓ Each video teaches the "why" and "how to" of procedures and practices. They are all available in English and Spanish, with easy-to-use sections for classroom or instruction-led training.

Step Five: On-line Emergency Response Training & Testing

- ✓ Emergency training in Fire, Earthquakes, Bomb Threats, Hazardous Material Spills, Power Failure, Workplace Violence and Severe Weather
- ✓ Ensures our Cleaning Professionals are Familiar with Emergency Evacuation and Response Plan
- ✓ Training in Both English and Spanish
- ✓ Unlimited Viewing and Printing

Step Six: Site Specific Training

- ✓ Eight Hour Orientation (Prior to On-Site Training)
- ✓ Equipment, Supply and Usage
- ✓ Site Specific Training with AU Green Processes and Procedures
- ✓ Safety Training on Chemical Usage, How to Read the SDS Sheets, Preventing Injuries with Equipment, First-Aid Procedures and Liability
- ✓ Workers Compensation (Safety Incentive) Program
- ✓ Emergency Evacuation Protocols and Procedures
- ✓ Administrative Processes & Procedures for Work Orders, Key Policies, etc.
- ✓ Communication Procedures to report any issues that may arise

Step Seven: Quality Assurance Program – Quarterly Services Reviews

All training is provided by our skilled supervisory staff and reviewed by our Safety Coordinator and Management.

SAFETY TRAINING MODULES

Module No.	Description				
1	Safety Inspections				
2	General Safety Rules				
3	Use of Personal Protective Equipment				
4	Personal Protective Equipment (PPE) Work Site Hazard Assessment				
5	Chemical Hazard Communication				
6	Materials Safety Data Sheets				
7	Slip and Fall Prevention				
8	Safe Lifting				
9	Ladder Safety				
10	Bloodborne Pathogens				
11	Asbestos Awareness				
12	Workplace Violence				
13	Emergency Procedures				
14	First Aid				
15	Reporting Injuries or Property Damage				
16	Accident Investigation				
17	Return to Work and Modified Duty				
18	Hand Tools				
19	Confined Spaces				
20	Lockout/Tagout				
21	Hearing Conservation				
22	Respiratory Protection				
23	Trash Compactors				
24	Electric Power Tool Precautions				
25	Sexual Harassment Training				
26	Use of Personal Protective Equipment				

GREEN CLEANING PROGRAM

Allied Universal Janitorial Services understands the importance of first impressions, and wants your company to succeed on every level. Every building we clean is done in an environmentally-preferred way, utilizing green cleaning processes, chemicals and equipment. Our commitment to the environment cuts down on waste and advocates a healthy workplace, which saves your business money. We are a proud member of the U.S. Green Building Council and recently received CIMS - Green Building Certification.



The International Sanitary Supply (ISSA) awarded Allied Universal the highest honor you can achieve in the cleaning industry, CIMS - Green Building Certification. This honor is very hard to achieve and there are less than 200 maintenance contractors in the country that have achieved this award. To achieve certification, our organization went through a comprehensive assessment and we had to demonstrate first hand compliance of the CIMS elements.

All CIMS assessments are performed by an ISSA-accredited third party assessor. The assessor reviews written documentation supporting compliance with the requirements described in CIMS' five core sections and conducts a comprehensive on-site review of the applicant's systems, processes and documentation to ensure compliance. The assessor also visits individual customer accounts or locations to ensure that the organization's activities are consistent with the documented systems and processes.

Compliance with the standard shows that a cleaning organization has the systems in place to deliver consistent, professional services designed to meet customer needs and expectations and is prepared to deliver a comprehensive green-cleaning program based on LEED EB green cleaning criteria.

Independent, accredited assessors verify CIMS and CIMS-GB certified firms meet the industry standard for:

- 1. Quality systems
- 2. Service delivery
- 3. Human resources
- 4. Health, safety, and environmental stewardship
- 5. Management commitment
- 6. Green Building

ISSA CIMS GREEN BUILDING CERTIFICATION



Having undergone a comprehensive assessment of its management structure and green cleaning operations by an independent accredited CIMS-GB assessor

Allied Universal Janitorial Services

is hereby CERTIFIED to the ISSA Cleaning Industry Management Standard Green Building Criteria

and has successfully demonstrated a commitment to the delivery of environmentally preferable services designed to meet customer needs and expectations.

This Certification is valid December 3, 2016 through December 3, 2018.

SSA

John Barrett, Executive Director ISSA

CLEANING SUPPLIES

Allied Universal is committed to using only the best, most efficient, and environmentally-friendly cleaning solutions. This commitment is made to our clients, as well as the cleaning professionals who we rely on to provide a clean and fresh work environment each and every day. We have partnered with SC Johnson Professional® with the TruShot™ Mobile Dispensing System.



SUPER CONCENTRATE AMMONIATED GLASS CLEANER

Easily removes fingerprints, dirt and other soil, leaving a streak-free shine and fresh clean scent.



- Excellent for use on mirrors and all glass surfaces. Ideal for industrial and commercial cleaning applications.
- Concentrated ammoniated glass cleaner in a portable, no-spill, 10 fl. oz. cartridge. Our integrated metering system in each cartridge provides worry-free dilution delivery.
- Delivers up to 18 in-use quarts.

SUPER CONCENTRATE NON-AMMONIATED GLASS CLEANER

Easily removes fingerprints, dirt and other soil, leaving a streak-free shine and fresh clean scent.



- Excellent for use on mirrors and all glass surfaces. Ideal for industrial and commercial cleaning applications.
- Concentrated non-ammoniated glass cleaner in a portable, no-spill, 10 fl. oz. cartridge. Our integrated metering system in each cartridge provides worry-free dilution delivery.
- > Delivers up to 18 in-use quarts.

RESTROOM CLEANER

Easily removes fingerprints, dirt and other soil, leaving a streak-free shine and fresh clean scent.



- Concentrated restroom cleaner in a portable, no-spill, 10 fl. oz. cartridge. Our integrated metering system in each cartridge provides worry-free dilution delivery.
- Delivers up to 9 in-use quarts.

POWER CLEANER AND DEGREASER

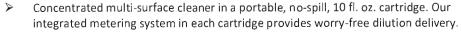
Powerful non-butyl, alkaline formulation that cleans the toughest soils from a variety of hard non-porous surfaces such as sinks, countertops, stove tops and oven hoods.

- Concentrated power cleaner and degreaser in a portable, no-spill, 10 fl. oz. cartridge. Our integrated metering system in each cartridge provides worry-free dilution delivery.
- Eliminates grease, oil and food soils, leaving a fresh clean scent.
- Delivers up to 6 in-use quarts.

MULTI-SURFACE CLEANER

Removes dirt, grease and other soils from a variety of hard non-porous surfaces such as floors,

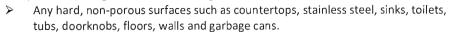


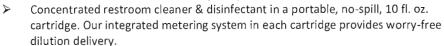


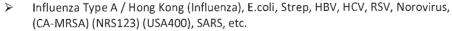
Delivers up to 20 in-use quarts.

DISINFECTANT CLEANER, RESTROOM CLEANER & DISINFECTANT

A fast and effective one-step spray and wipe virucide and disinfectant. Effective against a broad spectrum of bacteria, viruses, fungi and inhibits the growth of mold and mildew.







Our integrated metering system delivers up to 11 in-use quarts.



DISINFECTANT CLEANER FOR HOSPITALS

A concentrated cleaner & disinfectant for Hospitals.



- A concentrated cleaner & disinfectant for Hospitals, in a portable, no-spill, 10 fl. oz. cartridge. Our integrated metering system in each cartridge provides worry-free dilution delivery.
- Influenza Type A / Hong Kong (Influenza), E.coli, Strep, HBV, HCV, RSV, Norovirus, (CA-MRSA) (NRS123) (USA400), SARS, etc.
- Our integrated metering system delivers up to 11 in-use quarts.

MULTI-SURFACE FLOOR FINISH PLUS SEALER

For use on VCT, sheet vinyl, terrazzo, rubber, linoleum, honed marble or granite, and unglazed ceramic



HIGH PERFORMANCE AND DURABILITY

FlexiFilm Technology™ creates an extremely tough film that resists dirt, black heel marks and scuffs, and exhibits excellent buff response.

COST CONTROL

Designed to deliver exceptional gloss and durability results while keeping maintenance frequencies and associated costs down.

VERSATILE

- Versatility in application methods from thin coating with a flat mop or applicator to thick coating with a string mop.
- Versatility in maintenance procedures from scrub & recoat to high speed burnishing.

GREEN CLEANING EQUIPMENT LIST

Allied Universal Janitorial Services provides our employees with exceptional equipment to get the job done. We believe that a well-structured training program coupled with the most technically advanced cleaning equipment produces a healthier, cleaner, and more welcoming building for your clients and employees.

Allied Universal may utilize the following equipment to complete all cleaning tasks required.

- ProTeam Super Coach Pro® HEPA Vacs
- 3M™ Easy Trap Duster System
- Waxie Floor machines, low/high-speed
- Autoscrubbers
- Carpet cleaning extractors (Noah/CFR)
- **Brooms**
- Microfiber towels
- Deck brushes
- Floor Machine pads
- Mop buckets and ringers
- Trash barrels
- Tool caddies for barrels
- Personal Protective Equipment Rubber gloves, eye glasses

- Advance upright HEPA Vacuums
- 3M™ Easy Scrub Flat Mop System
- Burnishers
- 20 gal. Wet/Dry vacuum
- Pressure Washers
- Wet Floor Signs
- Corner/grout brushes
- Microfiber extension dusters
- Mr. Clean Magic Erasers
- Squeegees
- Toilet bowl brushes
- Cotton and nylon mops

All cleaning tools and equipment utilized by Allied Universal's cleaning professionals are employed to meet both LEED and GreenGuard standards. Allied Universal Janitorial Services is proud to be a certified provider of Healthy High Performance Cleaning.





HEALTHY HIGH PERFORMANCE CLEANING CERTIFIED PROVIDER



As part of the Healthy High Performance Cleaning program, we employ:

- Sustainable cleaning products and microfiber application tools
- Green cleaning strategies, procedures and training designed for Indoor Air Quality
 A clean and safe work environment for employees, visitors and maintenance staff
- The only cleaning program to be certified under GEI Product Emissic Standard for Children & Schools





CLEANING INNOVATIONS

DUAL BUCKET MOPPING SYSTEM

The dual bucket mopping system takes floor cleaning to a new lever of clean. The system features a dual-compartment bucket to isolate dirty water from clean water, while also preserving the quality and cleaning power of cleaning solution. The system is also more ergonomic than the standard mop buckets since it divides the liquid weight, requiring less effort to empty each bucket when full. The buckets come in multiple colors to eliminate cross-contamination between general office cleaning and restrooms.



UNBELIEVABLE RESTROOM CLEANER

The restroom attendant will carry a deck brush and utilize Waxie's Unbelievable microorganism cleaning process. The microorganisms in the product feed on organic waste and are reactivated every time they come in contact with water. The floor cleaning will be sprayed around the base of the toilets and under the urinals to neutralize odors and deliver a better clean each and every night.

Unbelievable has the following benefits:

- Environmentally conscience, water based
- Prevents slippery floors, no rinsing required
- Eliminates odors in floor drains
- 100% All Natural Non-Toxic
- Rejuvenates floor appearance with repetitive use

DOODLESCRUB

The Doodle Scrub cleans and prepares floors around stationary equipment, especially around tight to reach places like bathroom stalls, toilets, and in stairwells. It works great on tile and grout, VCT floors, marble, limestone, rubberized stairs, and much, much more.

The Doodle Scrub weighs in at 22 lbs and has the same weight per square inch as larger machines, but is small enough to fit in tight spaces. The motor generates 4100 rpms of power to ensure that all surfaces get cleaned efficiently.





QUALITY ASSURANCE PROGRAM

Allied Universal provides an exemplary quality assurance program. It begins with a well-trained, stable, and reliable work force, delivering consistent job performance and low employee turnover. Our Quality Assurance plan was created to make sure we are exceeding <u>YOUR</u> cleaning expectations, while allowing us to identify any service areas that may need improvement.

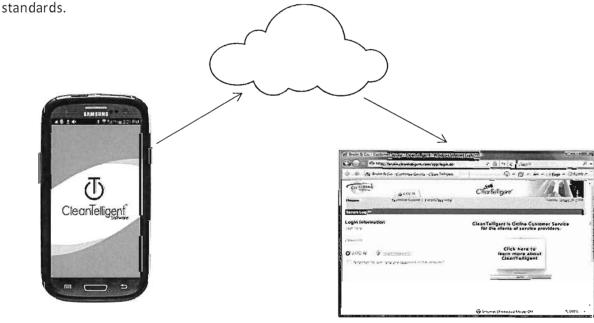
We deploy a proactive quality control plan with on-site visits from our management team. Supervision is a key element to an effective quality assurance program. In addition to the onsite supervisor, you will also be assigned an Account Manager who will provide additional supervision and support. They will perform on-site routine inspections based on your needs to ensure expectations are exceeded.

At the beginning of each month, we will meet with the night crew to recap the previous month's performance, highlight successes, and address the areas that may need improvement. Periodically, our team will provide dinners for larger crews and recognize outstanding performance by exceptional cleaning professionals.

Allied Universal will schedule QBRs (Quarterly Business Review) that will review the following in detail:

- What successes transpired
- What challenges we faced and the solutions implemented
- Recognize top performing cleaning professionals with awards
- Review further training and development of the crew
- Identify goals for the upcoming quarter

Our Account Executive will utilize Allied Universal's CleanTelligent program that enables us to conduct inspections and provide accurate and precise data for measurable performance



CleanTelligent:

- Cloud-based inspection and communication system for janitorial quality assurance
- Detailed communication recorded within a single database for easy monitoring all accessible via the internet and mobile application
- Scheduling of employee services and notification of scheduled routine work orders
- Inspections for instant feedback and efficiency
- Trend tracking for detailed complex reporting
- Electronic supply orders providing tracking of expenses
- File attachments for sending and receiving billing & invoicing
- Pictures can be added to inspections for location accuracy
- Work order requests via email, online portal, text message, and telephone
- Quality control reports collected from routine inspections, work order, complaint, and surveys for trend tracking
- Monitor activity through companywide organizational charts allowing brief & detailed analysis

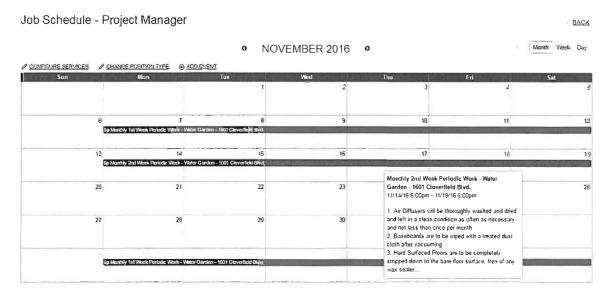
How does CleanTelligent work?

- Inspections are uploaded on an online portal based on the scope of work
- Inspections are tailored specifically to each building that we service
- Online portal allows both scheduled and spontaneous inspections
- Inspection results are viewable via desktop computer through an online portal or mobile application
 - Reports and work orders can be previewed, printed or emailed.
 - Infinite capacity for creating facility customized inspections.

Scheduling of Periodic Work

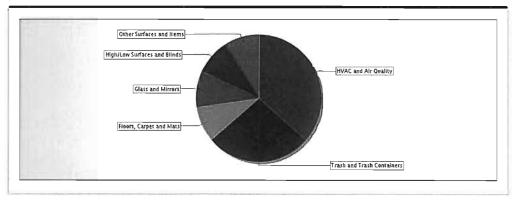
• Detailed job schedules ensure that all services are completed as promised.

Periodic Cleaning Schedule

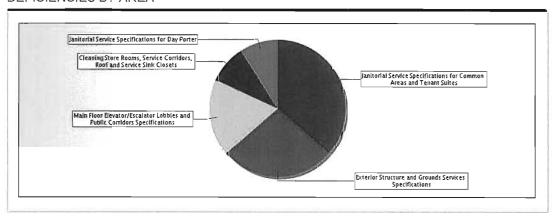


CLEANTELLIGENT REPORTS

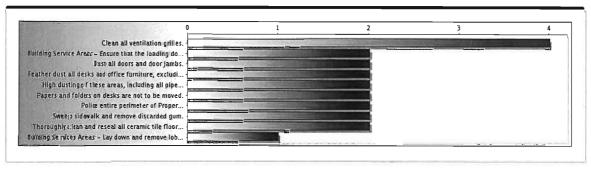
DEFICIENCIES BY FUNCTION



DEFICIENCIES BY AREA



Top 10 Areas for Improvement



CUSTOMER SATISFACTION REVIEW



CUSTOMER SATISFACTION SURVEY

Thank you for giving Universal Building Maintenance the opportunity to serve you. We hope the cleaning services we provide has enriched your tenant experience and we endeavor to meet or exceed your expectations.

Please help us by taking a few minutes to complete our survey and tell us your feelings about the service you have received

far. We thank you for feedback and sincerely appreciate your he Please check the appropriate boxes with	•	excellent a	nd 1 beind	DOOT.	1		
Restrooms	5	4	3	2	1		
Offices and Meeting Rooms	5	4	3	2	1		
obbies, reception, and common areas	5	4	3	2	1		
Corridors and stairwells	5	4	3	2	1		
Exterior Areas	5	4	3	2	1		
Elevators	5	4	3	2	1		
Trash Removal	5	4	3	2	1		
Carpels	5	4	3	2	1		
Hard floors							
Other Areas (NIV	/ER	SAI	214	01107	TOMED ACTION DI	•••
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TECHNOLOGY

TELL THE BOSS

Tenant Feedback REVOLUTIONIZED!

Allied Universal has brought the janitorial industry into the 21st century with the industry-first "Tell The Boss Customer Feedback" program. Using the latest technology and our new innovative service, Tell The Boss gathers your tenants' feedback 24/7 and delivers it to you in real time.

How does it work?

Texting is now the most common form of communication in the world. Tell The Boss uses texting and Quick Response (QR) bar codes to send vital customer comments (in their own words) to building owners and managers. The ease and simplicity of the Tell The Boss service will enable building managers to find out what their customers think faster and more accurately than other systems used today. Up-to-the-minute data can be accessed with a simple login to your account, and comments can additionally be sent, as customers upload them, right to your mobile phone.

Benefits

- ♦ Knowledge is wealth
- ◆ QR Reader & Text technology
- ♦ Increase tenant feedback
- ♦ Next day, unfiltered data directly from tenant
- Responses can be filtered by area/service
- ◆ Direct customer feedback to one location instead of *Public Social Media outlets!*



^{*}Nominal cost incurred by Building Management for printing of cards.



ALLIED UNIVERSAL JANITORIAL SERVICES

TRANSITION PLAN

Allied Universal prides itself in smooth transitions as we begin new accounts. Our entire team goes to great lengths to ensure a smooth transition. The transition process typically begins at least 30 days prior to the start date of service. Details of the contract are reviewed upon award of services, and a startup team is placed in motion.

The team will be assigned responsibilities, and a spread sheet with tasks will be tailored for your property (Please see Transition Chart). The transition team leader will maintain this spread sheet and will be held accountable for ensuring all transition tasks are completed and nothing is missed during this busy time. Start and completion dates, deliverables and every resource we require will be maintained on this spread sheet and shared weekly with our facility or property manager to ensure they are in the loop with the progress of our transition.

The transition team will consist of personnel from the following departments:

- Operations Team
- Risk Management & Safety
- Training (FLS, Cleaning, Emergency Response)
- Human Resources
- Administration (Billing, payroll, purchasing)

Once everything is in place and we are ready to start, we visit all of the tenants (only with the permission of the facility or property manager) to go over their specific needs and details for cleaning their individual suite. By meeting with the tenants before we actually start service, we avoid the service issues that you may encounter when switching janitorial providers. We feel this is one of the most important pieces of the process to ensure a seamless transition.

The transition spread sheet and team leader will continue to keep our client contact informed until all items have been successfully completed.



Transition Chart Cleaning Smart & Saving Our Environment

			COMPLETE NO
ID	TASK NAME	OWNER	LATER THAN
		i	
_	Job Start / Transition Guide		
1	Transition Team Leader Assignment		
2	Verbal Award		
3	Letter of Intent		
4	Assign Transition Team Leader		
KI2	Customer Meetings		
1	Establish series of transition meetings (weekly - what day)		
2	Establish vacancy by floor / stacking plan		
3	Define building security procedures		
4	Provide Allied Universal emergency contact numbers		
5	Define client emergency contacts information		
6	Define Allied Universal emergency and drill responsibilities		
7	Review current key structure for appropriateness (grand masters)		
8	Get access, alarm and pass code info		
9	Define key tenants and their needs		
10	Ask for history of liability claims on site		
	Discuss staffing changes (if appropriate)		
	Review staging / opening dayschedules		_
	Discuss specifications		
US.	Management Hiring	E AS MUSICIPALITY	THE DUTE IS
1	Permanent Site Management		
2	Non-job costed		
3	Job costed		
4	Salaried Managers		
5	Complete Employment Applications		
6	Interview incumbent on-site management staff		
7	Recruit additional candidates (as necessary and if necessary)		
8	Make hire decision based on application process		
9	Offer Letters to salaried employees		
_	Process all management payroll documentation		-
	Finalized Pre-hire Authorization		
	Management Payroll Application Form		
	Confidentiality and non-solicitation agreement		
	Employee confidential drug screening-injury evaluation		
	Employee New Hire Checklist		
	Employee New Hire Form (Management)		
	Driver Enrollment Form		
	Employee Handbook for Management Payroll Employees		
	Employee Background Checks		-
	Corvel (California Only)		
21	Business Cards		
	Access Request Forms		
	Cell Phone		
	Car Allowance / Vehicle	1	

ļ <u>.</u>	Uniforms		
1	Determine quantities by size and type		
2	Send uniform order by job to Team Leader		
3	Consolidate Orders and place by Vendor		
	Equipment Ordering		
1	Verify actual equipment needs		
2	Place equipment order with Team Leader		
3	Consolidate orders and place by vendor		
4	Delivery Schedule Approval		
5	Meet with vendor to create delivery schedules		
6	Provide vendor with job number and delivery information		
7	Confirm equipment as sembly		
,			
	Miscellaneous Ordering		
1	IT / Communications if computer on site		
2	Computer ordered		
3	Cell Phones		
4	Site land phone line		
5	Small tools / chemicals / sundries (determine quantities and type)		
1000	Accounting / Labor Management System - Internal	OF THE SECURITION OF THE WIFE	ROY TO THE RESERVE OF THE PERSON OF THE PERS
1	Provide Operations with Project and Job Number	THE REAL PROPERTY OF THE PARTY	AND THE RESTREET
2	Legal Review Notes		
	RFP and Response		
4	Signed Contract		
5	Copy of Certificate of Insurance		
6	Copy of letter of intent & all customer correspondence relating to contract award		
7	Capital Expense Copies		
8	Estimated 1st month health and welfare costs		
9	Estimated 1st months job start costs		
_	Verify Job Numbers are active		
	Verify New Employees are active		
	Create schedule based on Job Master Form - current occupancy		
13	Update Labor Management system with corrections		
g Ka	Union Issues		My Windshift
1	Notify Union of Contract Award		
2	Request for Updated Staffing		
3_	Identify Job Steward		
4	Identify permanent staff on authorized leaves or Workers Compensation		
5	Confirm Seniority (Health and Welfare Qual)		
6	Confirm Classification		
7	Pay Rate		
8	Sick Time Balance		
9	Define "Grandfathered" Employees / Benefits		
10	Vacation Balance		
11	Define CBA (Collective Bargaining Agreement) and Area / Zone		
12	Identify Union Representative		
13	Confirm Staffing List for Accuracy		
NI ST	Supervision - Transition use only	Almananas r	High High yes
1	Determine implementation needs	MATERIAL PROPERTY OF STREET	CHIEV SURFRESH
2	Establish start team by Sites		
	President Approval		
4	Determine travel / lodging requirements for supervisors if necessary		
5	Additional General Staffing - Transition use only		
	Determine and request additional startup man hours if necessary		
7	Determine end date for additional startup man hours if necessary		

	Current Hourly Staffing	e log US	
1	Contact Incumbent for approval to meet with crew		
2			
3	Allied Universal introduction to incumbent crew		
4	Measure employees for uniforms		
5	Deliver Application Packet		
6	Background check forms		
7	Employee New Hire Form (Service Worker)		
8	I-9 Form		
9	Work Rules (English / Spanish)		
10	Verification of Applicant Data		
11	Completed Hire Packages to Santa Ana Corporate Office		
	Review pay stubs for rate upon job start		
_	Confirm actuals against Union provided data		
_	Submit backgrounds to Merit Pro/Reviews upon return		
	Approve adverse action - background check		
-	Determine additional staff necessary		
17	Enter into Win-Team		
	Green Cleaning Training		
1	Establish Management Training Schedule		
2	Create and review materials (hourly and management)		
3	Approve training materials		
4	Complete management training (by Region)		
5	Hourly Training		
	Cafety and Training	CVVII SILLES	KWAS DE LASE
1	Safety and Training Verify Video Safety Training Complete		
2	Determine Specialized Training complete		
3	Verify cleaning training video reviewed		
4	Schedule on-site training		
5	Schedule equipment training		
6	Determine safety equipment order		
7	Review and approve safety equipment order		
8	Conduct site safety inspection		
9	Conduct Fire / Life Safety Training		
	,		
	Site Specific Information	Rep Harris	1 1 1 1 1 1
1	Station / Work Assignment - CURRENT		
2	Define Work Stations		
3	Define Start / Stop times - Day and Night		
4	Define Break Areas		
5	Define day personnel duties and schedule		
6	Define trash handling procedures		
7	Site Vehicles / Golf Carts - CURRENT		
	Post Transition Task and Action Items	STATE OF THE PARTY	Section 1
	Identify Property Manager contact and tenant contacts by bldg.		
2	Verify correct cleanable square feet - current vacancy		
3	Define correct labor by bldg.		
4	Create operational internal budget		
5	Identify all Optional Services by tenant by bldg.		
6	Submit all Optional Service agreements to CA		
7	Define by bldg. special entry requirements - alarms - key cards etc.		
8	Identify special equipment requirements		
	annessed Dec December Man		
App	proved By Property Manager:		

EXHIBIT "B"

COMPENSATION

Compensation Schedule Janitorial Services for Parks, Recreation and Community Services Facilities

No	Job Site	Address	Monthly Cost
1	Bobby Bonds Sports Complex – Cesar Chavez Community Center (excludes Suites 101, 104, 106, 113, 114, 209, and 212)	2060 University Ave.	\$4,180.80
2	Bobby Bonds Sports Complex – Youth Opportunity Center and Gymnasium (excludes swimming pool office and locker rooms)	2060 University Ave.	\$1,794.49
3	Bobby Bonds Sports Complex – CHEER Building	2060 University Avenue	\$1,095.59
4	Bordwell Park – Stratton Community Center	2008 Martin Luther King Blvd.	\$1,868.92
5	Bryant Park – Arlanza Community Center	7950 Philbin Ave.	\$4,214.92
6	Bryant Park – Eric Solander Suites B and C	7950 Philbin Ave.	\$1,464.85
7	Fairmount Park – Stewarts Boathouse, Lakeside Room (excludes lower floor of building)	2707 Locust St.	\$390.53
8	Fairmount Park – Izaak Walton Building	2710 Dexter Dr.	\$175.26
9	Fairmount Golf Course	2681 Dexter Dr.	\$825,44
10	Hunt Park – Renck Community Center	4015 Jackson St.	\$1,195.00
11	La Sierra Park – La Sierra Community Center	5215 La Sierra Ave.	\$999.23
12	La Sierra Park – La Sierra Senior Center	5215 La Sierra Ave.	\$1,984.64
13	Lincoln Park – Community Center	4261 Park Ave.	\$364.78
14	Nichols Park – Joyce Jackson Community Center	5505 Dewey Ave.	\$1,208.23
15	Orange Terrace Community Park – Orange Terrace Comm. Center (excludes Library)	20010 Orange Terrace Pkwy.	\$4,022.25
16	Reid Park – Ruth Lewis Community Center	701 N. Orange St.	\$1,001.23
17	Reid Park – Springbrook Clubhouse (excludes warehouse)	1011 N. Orange St.	\$865.01
18	Shamel Park – Swimming Pool Building	3650 Arlington Ave.	\$642.84
19	Sycamore Canyon Wilderness Park – Ameal Moore Nature Center	400 Central Ave.	\$1,068.98
20	Villegas Park – Villegas Community Center	3091 Esperanza St.	\$2,462.76
21	Villegas Park – Brown Room (excludes attached outdoor park restroom)	3091 Esperanza St.	\$439.46
22	White Park – Dales Senior Center	3936 Chestnut St.	\$2,634.79
23	Youth Innovation Center	9595 Miller St.	\$4,263.56
		Monthly Total	· ·

EXHIBIT "C"

KEY PERSONNEL

MANAGEMENT TEAM

We attribute our continued success to the ongoing development and retention of our management teams. This aspect sets us apart from our competition. All of our managers and supervisors have several years of experience within the building maintenance industry and have a reputation for providing outstanding customer service.

Mark Olivas - President

Mr. Olivas has been in the janitorial industry for over 17 years and is very familiar with all aspects of the West Coast market. His vast experiences in the industry have provided him with the knowledge to overcome any cleaning issue, labor management problem, and safety matter that may affect the janitorial industry. He served as the Managing Director for OneSource and

managed over 120 million square feet and revenues in excess of \$160 million a year. The industry has changed in large part because of the initiative and creative imagination that Mr. Olivas has delivered to the industry. Mr. Olivas' hands on management style and inter personal relationships have made Allied Universal Janitorial Services an organization that attracts the top management talent in the market.

Mr. Olivas started his career in the janitorial industry after serving in the US Army for over 8 years as a Non Commissioned Officer. In 1991, Mark completed his commitment to the Army and began working as an area supervisor for Commercial Building Maintenance in the City of Commerce. Mr. Olivas then became one of the youngest Operations Managers in Los Angeles and was also one of the youngest Branch Managers to work for ISS after the acquisition of Commercial Building Maintenance. Several years later Mark was promoted to Senior Branch Manager and then Vice President of OneSource. Mark educated himself in all facets of the janitorial business and soon found his role as Managing Director for the West Coast of the 2nd largest janitorial company in the United States.

Mark is very well regarded within the industry because of his ground level experience and the personal attention he paid to everyone that he has partnered within the high rise market, office park complex, business improvement district and industrial office environments. Mark understands the value of commitment to customer service and serving his employees. Mark is an active member of BOMA, IREM and sat on the Associate Leadership Council for BOMA in Los Angeles.

Devin Samaha – Vice President Sales

Mr. Samaha has been with Allied Universal Janitorial Services since the relaunching of the janitorial division in January 2008. Prior to joining the Allied Universal's Executive Team, Devin was first exposed to the janitorial industry when he worked for one of the nation's largest janitorial distributor in the Western United States. While there, he trained janitors, executive housekeepers

for major hotels, and maintenance contractors on proper cleaning techniques, proper use of cleaning chemicals and the use of all cleaning equipment. Devin furthered his career when he joined Collins and Aikman Floorcoverings, where he sold commercial carpet to property

managers, architecture and design firms, and end users, focusing on the commercial office vertical market. This is where he was first exposed to Leadership in Energy and Environmental Design, better known as LEED. Since C&A leads the carpet industry in environmental sustainability, he was provided extensive training in "green". Devin then left C&A to join the Commercial Real Estate industry where he worked for a business bank and helped business owner's secure financing for the purchase of their office buildings. Devin worked in this industry for next 8 years until joining the Allied Universal Janitorial Services Executive team.

Mr. Samaha holds a Bachelor's Degree in Business Administration from the University of San Diego, where he played soccer for 4 years, including a trip to the NCAA Division I "Sweet Sixteen" his senior year.

Rafael Sorto - Regional Vice President - Orange County

Rafael Sorto has been in the janitorial industry for more than 30 years. During his tenure he has acquired unsurpassed knowledge and experience in all aspects of the service industry. Truly beginning his career from the ground floor, Mr. Sorto learned the business as a day porter and was soon discovered as a true talent in the market place. Through education and experience, Mr.

Sorto has held positions such as Area Manager, Operations Manager, Project Manager, District Manager, Director of Operations, Senior District Manager and Vice President of Operations.

Mr. Sorto was employed by ISS/OneSource for over 20 years and was involved in the acquisitions of Benco, Flagship Doral, Commercial Cleaning, Ogden Allied and UBM. He then moved to DMS Facility Services in 2000 as Vice-President of Operations for the Orange County and Inland Empire Areas. Mr. Sorto has a great rapport with the union's leadership and has been involved in all of the contract negotiations for Orange County. Mr. Sorto is an active member of BOMA, IREM, and IFMA. He has served on the board of Casita de San Jose, Assistant Coach of Basketball (NJB), as well as Scoutmaster for the Boy Scouts of America. Mr. Sorto holds degrees in Information Systems, Paralegal Studies and Spanish. He continues to pursue his MBA.

Ramon Acosta - Branch Manager

With 15 years of experience in the janitorial industry, Ramon Acosta has proven to go above and beyond earning him building of the year and outstanding client reviews. Ramon first began as a night project manager at Park Place managing 2.2 million sq. ft. and supervising over 65 employees. Years later, Ramon then began his journey with the Irvine Company for six years and eventually becoming a project manager at the Staples center for two. Now with Allied

Universal Janitorial Services, Ramon has shown growth as an Account Executive. Managing over 10 buildings and building a great partnership with both clients and fellow employees.



Art started his career in 2010 with Universal Protection Service as a guard based in Orange County. He excelled in customer service and interaction with homeowners. Art wanted to grow in his career and pursued a position as an Account Executive with Allied Universal Janitorial Services in 2012. Mr. Carrion completed Allied Universal's "It's All About U" Customer Service

Training program upon his arrival and has been instrumental in Allied Universal's CIMS Green Building Certification. Art currently oversees approx. 2 million sf of office, corporate campus, and medical office buildings. He currently oversees all aspects of his accounts including managing payroll, supply orders, quality control inspections, and has direct interaction with tenants and property managers. Art has a "hands-on" approach and ensures that all special projects are completed to his clients' satisfaction.

<u> Jaime Velasquez – Area Manager/Day Porter Supervisor</u>

Mr. Velazquez started his career in the janitorial industry in 1996 as a route waxer with American Building Maintenance. Jaime continued as a route waxer when he moved to Janico in 2000. After working the night shift for over eight years, Jaime took an opportunity with Merchants Building Maintenance in 2004 as a Day Porter Supervisor and Project Manager for the City of Anaheim.

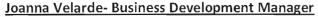
In 2008, Jaime joined Allied Universal Janitorial Services as a Night Area Manager, overseeing approx. 1.2 million square feet of nightly office building cleaning. He has since been promoted to Day Area Manager, overseeing all day porter operations for Allied Universal's Orange County Branch. Jaime ensures that all day porter absences are filled with qualified employees and provides onsite training for new accounts.

Jose Urias – Account Executive

Mr. Urias started his career in the janitorial industry with ISS over 30 years ago. Jose was a Project Manager for Koll Center in Newport Beach, CA, overseeing 1.5 million sf of Class "A" office. After seven years in that position, Jose accepted a position with OneSource as the Project Manager for Metro Center in Costa Mesa. Jose then took a position at DMS Facility Services as the Project

Manager for Norwalk Government Center in 2000. At the time, Jose managed a crew of 14 night cleaners and four day porters.

In 2008, Mr. Urias joined Allied Universal Janitorial Services as an Account Executive for the Inland Empire branch. Jose's long career in the janitorial industry gives him the knowledge and experience to provide creative cleaning solutions to all of his clients' needs. He is able to work alongside both property and facility managers to ensure that service delivery exceeds his clients' expectations.



Ms. Velarde is a graduate of the University of Southern California with a degree in Communication with an emphasis in Business Administration. She began her career in the real estate industry at the California Apartment Association Greater Inland Empire as their Events and Education Manager, where she spearheaded the digital marketing, educational platform, event planning and strategic partnerships for the non-profit organization for over 4 years.

After the chapter closed, Ms. Velarde join United Paving Company as their Marketing Manager, developing their online marketing content, social media, driving client relationships and producing branded events. Ms. Velarde then furthered her career at HARBRO Emergency Services as their Account Manager for the Inland Empire, where she spent nearly 5 years leading sales and business development efforts for the region. During her tenure, she ranked consistently in the top 5% in sales company wide, and was awarded Employee of the Year in 2016.

Ms. Velarde joined Allied Universal Janitorial Services in 2019 as their Business Development Manager, spearheading the expansion of the brand and the business for the Inland Empire. A natural connector with a passion for cultivating long term relationships, Joanna has built a solid reputation on authenticity, advocacy and genuine connection with her clients. Joanna is a member of IREM IE, CAA IE and a Board Member for BOMA IE. She has been awarded IREM IE Friend of the Year, BOMA IE Industry Partner of the Year, and BOMA IE President's Award twice.

ADDITIONAL SUPPORT STAFF

♦	Ryan Valencia	Vacancy Specialist
•	Judi Kincaid	Sr. Billing Specialist
♦	Paula Malone	VP of Human Resources
♦	Doris Gil	Director, Human Resources
♦	Lorena Vasquez	Regional Human Resources Manager
♦	Patricia De Leon	Health & Safety, Supervisor
♦	Julie Havel	Director, Safety Programs
♦	Jeff Quinn	Director of Risk Management