

SERVICES AGREEMENT

GUARANTEED JANITORIAL SERVICE, INC.

Janitorial Services – RFP No. 2010

On this ____ day of _____, 2021, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and GUARANTEED JANITORIAL SERVICE, INC., a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Janitorial services for various City community center/ facility locations (“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.** This Agreement shall be in effect for the two (2) year period beginning July 1, 2021 and ending June 30, 2023 (“Initial Term”), unless otherwise terminated pursuant to the provisions herein. Once the Initial Term has ended, and based upon acceptable performance by Contractor, acceptable fees, and subject to the same terms and conditions of this Agreement, City and Contractor shall have the option, exercisable only by mutual written agreement, to extend the Agreement for three (3) additional one (1) year terms, not to exceed a total Agreement term of five (5) years.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the Initial Term of this Agreement a Contract Price not to exceed Nine Hundred sixty One Thousand Nine Hundred Twenty Dollars and Forty Eight Cents (\$961,920.48), unless an increase is agreed to by the parties. 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. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

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.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the 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 General Provisions. 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 Commercial General Liability and Automobile Insurance. 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. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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 is available on-line at 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/PublicWorks/PublicWorks.html>.

18. **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

Parks, Recreation and Community
Services Department
City of Riverside
Attn: Jorge Rocha
6927 Magnolia Ave., 2nd Fl.
Riverside, CA 92506

To Contractor

Guaranteed Janitorial Service, Inc.

Attn: Jazmin Alvarez
13030 11th St.,
Chino, CA 91710

19. **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.

20. **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.

21. **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.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **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.

24. **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

GUARANTEED JANITORIAL SERVICE, INC., a California corporation

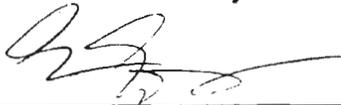
By: _____
City Manager

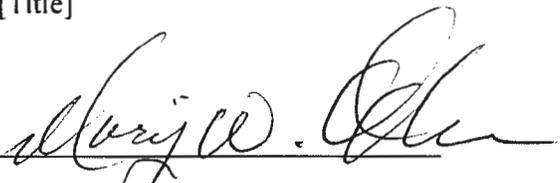
By:  _____
ELIAS OCHOA JR.
[Printed Name]

Attest: _____
City Clerk

PRESIDENT
[Title]

Certified as to Availability of Funds

By:  _____
CFO/Treasurer

By:  _____
MARY W. OCHOA
[Printed Name]
CFO
[Title]

Approved as to Form:

By:  _____
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "A"

Scope of Services

Proposers shall submit a detailed description of custodial services for the City of Riverside. The selected Company shall furnish all labor, insurance, supervision, training, and incidentals necessary to provide said service for locations listed below.

Hours of Operation/Work Schedule

The Contractor shall accomplish all maintenance required under this RFP between the hours of 11:00 p.m. and 5:00 a.m., Monday through Sunday including holidays, except as where noted in the Minimum Frequency Schedules.

Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, permission to perform maintenance at other hours.

Special notification listing exact dates for infrequent operations shall be furnished to the Parks Superintendent, or designee, at least five (5) days prior to performing these operations.

The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable prosecution of the work.

Proposed Cost

The monthly prices and lump sum amounts to be paid for the areas listed in the Compensation Schedules shall include full compensation for furnishing all labor, materials, supplies, cleaning supplies, trash bags, vehicles, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, mobilization, public convenience, and safety, storage of equipment, and materials, security against theft and vandalism, clean-up and all other items incidental to the work. The Contractor will invoice monthly and adhere to the order of the attached facility list.

Work to be completed by Contractor

General

The work to be done consists of complete and thorough custodial maintenance of the City's various facilities. Maintenance shall include but not be limited to: granite counters, lobbies; kitchens; restrooms; offices and classrooms; ceramic tile, carpet and upholstery cleaning; cleaning and polishing drinking fountains and other metal surfaces; window washing; litter and debris removal; restocking restroom and kitchen soap and paper supplies; clean, sweep, dry mop, wet mop, strip, wax, sanitize, scrub and vacuum floors; clean, scrub and maintain walls; clean ceiling vents; remove cobwebs; clean window sills, windows, light fixtures, plumbing fixtures

and window coverings; graffiti removal; and other maintenance required to maintain the facilities listed in the RFP. All facilities are to be cleaned and prepared for business by 5:00 a.m.

Cleaning Products, Paper Goods and Supplies

All cleaning products, supplies, and paper goods shall be Waxie products or a City approved equal. No substitutions shall be made without the prior approval of the Parks Superintendent, or designee. Contractor shall submit a list of all cleaning products and paper products prior to the start of work.

Toilet tissue, paper towels, seat covers, sanitary supplies, hand soap, and deodorizers shall be restocked daily unless otherwise specified in the Minimum Frequency Schedule.

Painted / Hard Surfaces and Fixtures

The Contractor shall thoroughly wash all interior painted surfaces with an approved cleaner, in accordance with the Minimum Frequency Schedules. Additionally, walls and counter surfaces shall be spot cleaned as needed to remove spills, finger marks, ink and pencil marks, and other dirty areas. Counter surfaces will be polished twice per week, or more often if necessary, to maintain a clean surface area.

Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc., shall be cleaned and dusted in accordance with the Minimum Frequency Schedules. All increased cleaning schedules for specialty areas are included in the Minimum Frequency Schedules.

All stainless steel surfaces shall be cleaned and polished with an approved polish. All basins, counter tops, fixtures, toilet bowls, and urinals shall be cleaned with an approved germicidal detergent solution. All dispensers shall be cleaned and disinfected and refilled with approved solutions.

Floors

Restroom floors shall be thoroughly cleaned with an approved germicidal detergent solution. Floors shall be waxed and polished to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. All non-skid mats shall be rinsed and disinfected daily.

All unsealed/finished ceramic tile and public restroom tiles will be machine scrubbed as described in the minimum frequency schedule.

All entry ways with unsealed/finished ceramic tile will be machine scrubbed per the minimum frequency schedule.

Unsealed/finished ceramic restroom floors will be machine scrubbed per the minimum frequency schedule.

Carpeted areas and rugs shall be thoroughly vacuumed daily and any staples, paperclips, etc., shall be removed from the floor. Carpet stains shall be spot cleaned with rug spotter at the time of detection. Carpeted surfaces shall be cleaned as needed to maintain a clean appearance. Doormats and chair mats shall be cleaned concurrently with vacuuming. Carpet cleaning methods shall be consistent with carpet manufacturer's recommendations or as otherwise approved by the Parks Superintendent, or designee.

Hard surface floors shall be swept and/or dust mopped using dust control sweeping mops. Special attention shall be made during floor cleaning and waxing to prevent wax from becoming built up on baseboards. All hard surface floors shall be stripped and waxed in accordance with the Minimum Frequency Schedule, or more often if necessary, to maintain a high luster finish. All baseboards and molding strips shall be cleaned as needed to remove stains, spots and dust.

Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. Floors (ceramic tile) will be machine scrubbed in accordance with the minimum frequency schedule to keep grout lines clean and free of stains.

Wood floors shall be maintained in accordance with the manufacturer's recommendations. Concrete floors shall be maintained in a manner consistent with composite flooring material.

Heel marks shall be removed from all floors upon detection.

Kitchens/Break Rooms

Floors shall be thoroughly cleaned with a germicidal detergent solution. Floors shall be waxed and polished to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. Exterior surfaces of all appliances, including stove, refrigerator and microwave shall be cleaned daily. Inside of all stoves and ovens shall be thoroughly cleaned quarterly. Tables and chairs shall be cleaned quarterly. Sinks shall be thoroughly cleaned daily using an approved detergent.

Restrooms

The Contractor shall clean basins, fixtures, countertops, partitions, toilet bowls and urinals with an approved germicidal detergent solution each service day. Urinal holes will be scrubbed daily to keep them free from odors and scale build up. All restroom dispensers shall be disinfected and refilled daily. All paper and soap supplies shall be restocked as needed, including toilet tissue, hand soap, seat covers, sanitary supplies and deodorizers.

The Contractor shall wash and polish mirrors, powder shelves, bright work, etc., including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions. Both sides of toilets shall be washed daily with an approved germicidal solution. The Contractor shall report any leaks or plugged drains to the City Inspectors upon discovery.

Spit wads and other debris on ceilings and walls shall be removed daily. Walls and ceiling shall be cleaned as needed to maintain a clean surface.

All restroom drains shall receive an enzyme treatment weekly or more often if requested by the City. Enzyme product must be approved by City prior to use.

Deodorant aerosol cans shall be replaced as needed. All deodorant scents must be approved by the City prior to installation. Batteries for the deodorant dispensers shall be replaced as needed at the vendors cost.

Doors, Switch Plates and Drinking Fountains

All doors, door frames, kick plates, door hardware, switch plates, and drinking fountains shall be cleaned on a daily basis to remove any spillage, smudge marks, and ink and pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

Drinking fountains shall be kept clean at all times. Every instance of damage and/or inoperable drinking fountains shall be reported to the General Services Maintenance Supervisor.

Trash Receptacles

The Contractor shall empty all trash receptacles and replace liners daily. All trashcan liners shall be replaced at Contractor's expense. Trashcans shall be wiped down to remove spills, smudges or ink/pencil marks as needed.

Windows, Glass Doors and Partitions

The Contractor shall clean all interior and exterior windows in accordance with the Minimum Frequency Schedule.

Finger marks, smudges, and spills shall be cleaned from all glass surfaces and mirrors at the time of detection. Cleaners shall be non-abrasive and special care shall be taken so that glass treatment (tinting) is not scratched, damaged or removed.

Dusting

The Contractor shall dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, telephones, bookcases and other office equipment using specially treated dust cloths or feather dusters, with the exception of desks and tables covered with papers and other work materials. Desk or cabinet tops will be thoroughly cleaned when left cleared. High dusting shall be performed as specified in the "scope of services" and shall include tops of doorframes, partitions, air vents, overhead shelves, special molding, and inside of florescent light coverings. All vending machines and blinds shall be cleaned (dusted and washed) monthly.

Office Furniture, Desks and File Cabinets

The Contractor shall empty all trash receptacles and replace liners daily. All trashcan liners shall be replaced at Contractor's expense. Trashcans shall be wiped down to remove spills, smudges or ink/pencil marks as needed.

Performance of the Work. The Contractor shall furnish all labor, materials, supplies and equipment needed to complete the work required under the terms of the Contract Documents, except those materials specified to be furnished by the City.

Standard of Performance. The Contractor shall submit satisfactory evidence of compliance with this RFP of such materials to be furnished and used in the work as the Parks Superintendent, or designee, may require. Materials incorporated in the work and not specifically covered in this RFP shall be the best of their kind.

Standard Operational Hours. The Contractor shall schedule its operations so as not to interfere with the public's use of the Maintained Areas. Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

Protection of Property. All public and private property or improvements shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

Defective Work. The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.

Communications Regarding the Work. After award of the Contract, all communications regarding the work covered by this RFP shall be addressed and mailed, or hand delivered to:

Randy Solis, Senior Administrative Analyst
City of Riverside
8095 Lincoln Avenue
Riverside, California 92504
RSolis@riversideca.gov

In addition any changes to the scope (addition/deletion/increase) that is requested by General Services or by service location contact must include a "Cost Analysis" (Exhibit "D") prior to commencement of work. This work will not commence until approved in writing/email from the Parks Superintendent or Contract Administrator.

Emergency Work. In case of an emergency, that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Parks Superintendent within fifteen (15) calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.

Extra Work. In the event the Contractor is required by the City and agrees to perform Extra Work the following will govern the work:

- Extra work will not be initiated without written authorization.
- An estimate of the costs and time for completion will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of Extra Work on forms furnished by the Contractor, itemizing all costs for labor, materials, and equipment rental. The report shall include hours worked.
- Work will be executed under the direction of the Senior Administrative Analyst or his/her designated representative on a time and materials basis or an agreed upon lump sum price depending on the nature of the work.
- The Contractor shall be required to begin extra work promptly once authorization is obtained.
- Parts for such repairs will be billed at the Contractor's wholesale cost. Labor costs will be billed at the rates listed in the Compensation Schedule. Contractor shall process a separate invoice requesting payment for approved Extra Work.
- No work of any kind shall be considered as extra unless written authorization is issued by the City for said work before work commences.
- The City is not compelled to award all Extra Work to Contractor. In some instances, additional bids may be solicited from other vendors or the work may be completed by City staff.

Inspections. Contractor shall perform a **weekly** inspection of the complete Maintenance Areas. A written report shall be submitted to the City the business day following the Contractor's inspection. The written report shall include all items needing improvement and dates for corrective action.

The Project Manager shall meet on site with an authorized representative of the City on a weekly basis for a daytime walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection, or any interim inspection by the City, shall be accomplished to the satisfaction of the City as follows:

The City will provide a written notice (“Punch List”) to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City. Should the Contractor fail to correct the deficiencies within said time frames, the City may perform the work utilizing City employees and/or contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the City. Should it become necessary for the City to provide personnel to assist or complete a task as per the Contract Documents, the Contractor will be billed for all costs, plus a 30% administrative fee.

Any action taken by the City pursuant to this Article shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provisions of the Contract Documents.

Materials furnished and work done under the Contract will be subject to rigid inspection. Work or material that does not conform to this RFP, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor is permitted or directed to do work during regular City business hours or to vary the period during which work is carried on each day, it shall give the Parks Superintendent, or designee, due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Parks Superintendent.

1. The City’s authorized representative shall at all times have access to the work.
2. Reasonable time frames for correcting deficiencies / Punch List items are as follows
Emergency service notification or attempted notification must be responded to within 2 hours. No further notification will be given.
3. Restroom and litter work is to be completed within 2 hours of notification.

4. Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within one (1) working day. No further notification will be given.
5. All areas missed and not maintained shall be required to be addressed within (2) hours of notification. If the Contractor is not able to respond within the specified timeframe, the City may either hire another contractor or accomplish the work using City forces. All costs incurred by the City shall be deducted from the Contractor's monthly invoice.
6. All other issues will receive written notification ("Punch List") giving two (2) working days for completion. If the deficiency is not corrected within the required two-day period, any item which has not been corrected may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.
7. Cost of Overtime Inspection. Overtime work performed at the option of, or for the convenience of the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be as shown in the following schedule with the exception of administrative personnel:

Classification Charge Per Hour

Parks Superintendent:	\$100.00
Analyst:	\$100.00
Inspector:	\$80.00

Schedules

Initial Schedules

Within 48 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the Administrative Analyst for approval three (3) copies of its proposed weekly schedule with sub-schedules of periodic activities. If the Inspectors notify the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 48 hours thereafter.

The schedules shall be in a form acceptable to the Administrative Analyst.

The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

Revised Schedules

Shall any changes to the schedule occur, the Contractor shall notify the Administrative Analyst no later than the 1st and 15th day of each month and thereafter.

The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and upcoming seasonal periodic work.

Service Frequencies

In no event shall the Contractor provide services less than those identified in the contract. However, increased service frequencies may be required at times to provide an acceptable level of service, to maintain the facilities in an acceptable condition. If additional frequencies are necessary, it shall be at no additional cost to City.

If extensive use requires that the Contractor increase frequency schedules for an extended period of time, (three to four months) the Contractor may submit to the City a request for a Change Order. The issuance of a Change Order shall be at the sole discretion of the Parks Superintendent or his/her designee.

Maintenance Schedules and Reports

On the first weekday of each month, the Contractor shall submit the required monthly service schedule illustrating all areas listed in the contract and the expected day(s) of completion. No later than the fifth day of each month, the contractor shall submit a monthly report of work completed the previous month.

Contractor's Responsibilities for Losses or Liabilities

Risk of Loss: Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by force majeure, the Contractor shall bear all losses resulting from the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the work is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which it has been entrusted. "Force majeure" shall include, but not be limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

Materials and Facilities: The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

- The Contractor shall be responsible for any materials, equipment and/or supplies so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.
- The Contractor shall protect City facilities from damage resulting from its work. City facilities damaged by, or as a result of, the Contractor's work under this Contract shall be repaired or replaced, as directed by Parks Superintendent or his/her designee at the Contractor's expense.
- The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.

- All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense.
- No facilities will be available for the storage of materials or supplies used in connection with the performance of the work.

Contractor Staff/Employees

The Contractor shall provide sufficient personnel to perform all work in accordance with this RFP. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks.

A qualified, English-speaking foreman in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be able to communicate both orally and in writing in English and a crew shall consist of no less than two (2) employees. At no time, shall the Contractor provide less than two persons at each site.

Contractor shall require employees to wear a uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work shoes and uniform clothing with a name badge and photo ID.

Contractor shall provide the names and a picture for each employee and their assigned work location/s.

If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Administrative Analyst, or is in the opinion of the Parks Superintendent, or designee, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he/she shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Parks Superintendent or his/her designee.

Project Manager

Contractor shall be required to assign a Project Manager capable of communicating in English, both orally and in writing. This individual will be the contact person for this project, and must be available to respond to inquiries, walk-throughs and inspections, as required. Project Manager shall be on site for a minimum of fifteen (15) hours per week. At least one member of any member of Contractor's crew at each maintenance site shall be able to read and speak English fluently.

The Contractor or Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be charged to the Contractor.

The Project Manager shall prepare and submit to the Parks Superintendent, or designee, a weekly project report. A copy shall be included with the monthly billing statement. Said report shall indicate the overall condition of the Maintained Areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by Contractor to rectify said situation and indicate the anticipated time frame for compliance.

Subcontractors

All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby.

Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the City.

The Contractor shall be considered the employer of any subcontractor, and as fully responsible to the City for the acts and omissions of persons employed by them as he/she is for the acts and omissions of persons directly employed by Contractor.

The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all of its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense.

The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors.

The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work, which are specified to be performed by specialty Contractors.

The Contractor shall at no time drive vehicles on turf for any reason.

Cooperation with Other Work Forces

The City reserves the right to perform other work at or near the Maintenance Areas at any time by the use of its own forces or other contractors.

Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity during the Contract term. There may be some interference between these activities and the work completed under this RFP. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

Safety

General

Contractor agrees to perform all work outlined in this RFP in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, OSHA Orders, Department of Transportation Drug and Alcohol testing provisions, NPDES rules, regulations and "Best Management Practices, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Contractor shall inspect all hazards and potential hazards in Maintained Areas and is required to keep a log indicating the date inspected and action taken.

It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the Maintained Areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the Maintained Areas, including a complete written report thereof to the City within three (3) calendar days of the injury or death.

Prior to the start of any work under the Contract, Contractor shall submit two copies of their Injury Illness Prevention Plan as required by Senate Bill 198.

Protection of Persons and Property

Contractor's Responsibility: Notwithstanding any other provision of this RFP, the Contractor shall be solely and completely responsible for conditions of the Maintenance Areas, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

Protection from Hazards

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Parks Superintendent, or designee, a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) calendar days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where Parks Superintendent can perform an inspection. For materials that are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List)

of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in suspension or termination of contract.

Differing Site Conditions

Before such conditions are disturbed, the Contractor shall promptly notify the Administrative Analyst in writing of any material that the Contractor believes may be hazardous waste that is required by law to be removed.

The Administrative Analyst will promptly investigate the conditions and if he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under the Contract, an equitable adjustment will be made, as determined by the Parks Superintendent, or designee.

In the event of disagreement between the Contractor and the Parks Superintendent, or designee, whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all work to be performed under the Contract.

Cleaning and Environmental Controls

Contractor shall maintain areas in a clean and orderly condition, free of waste materials, debris, and rubbish. Contractor shall remove waste materials, debris, and rubbish from maintenance areas and dispose of all trash collected in the maintenance area at the Contractor's expense.

The Contractor shall take appropriate action to ensure that no dust originates from the Maintenance Areas.

Contractor shall ensure that all wash water and/or waste water is captured and properly disposed of. No wash water and/or waste water shall be allowed to enter the City's storm drain system or local waterways. The contractor shall employ appropriate Best Management Practices (BMPs) to ensure non-storm water runoff does not enter any City storm drains.

Contractor is required to be pre-qualified and placed on the city's approved pressure washer list. This requires demonstration and review of the contractor's water recovery system and work procedures.

Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance, or local waterways shall be checked by contractor and maintained

daily to prevent leaks or spills of materials. Contractor shall ensure proper capture, containment, collection, and disposal of any leaks, spills, or material deposits onto any surface.

No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products, or any other materials shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into City storm drains, runoff conveyances, or local waterways. When operations are completed, any excess materials or debris shall be removed from the work area.

The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

Recycled, Reusable and Recyclable Products

The Contractor is encouraged to support the City of Riverside in recycling efforts. It is City policy that all City Divisions and Sections shall utilize recycled, reusable, and recyclable products to the maximum extent practicable. Preference will be given to recycled, reusable and recyclable products, over non-recycled, non-reusable and non-recyclable products, fitness and quality being equal, whenever available at no more than the total cost of non-recycled, non-reusable and non-recyclable products.

Contractors are encouraged to propose recycled, reusable and recyclable products for use by the City of Riverside. Those items should be clearly identified. The City of Riverside may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

All Contractors that provide goods, supplies, or equipment to the City that contain recycled material shall provide the following information, in writing, to the Parks Superintendent, or designee:

- The minimum, if not the exact, percentage of recycled material, both postconsumer waste and/or secondary waste (listed separately), in the goods, supplies, or equipment; and
- The quantity and total dollar amount of the goods, supplies or equipment provided to the

Materials Storage

No facilities will be available for the storage of materials or supplies used in connection with the performance of the work.

Replacement Parts and Supplies

Contractor shall maintain a stock of high usage items (including cleaning supplies and paper products) for repair or replacement. Costs for repair/replacement items for Extra Work or

RFP No. 2010

damage repairs will be reimbursed to Contractor at Contractor's wholesale cost. Invoices showing actual cost paid by Contractor must be submitted with monthly billing statement.

Vehicle Limitation

The Contractor shall at no time drive vehicles on turf for any reason.

Traffic Control, Public Convenience and Safety

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor shall furnish and maintain all signs to safely guide the public through the Maintenance Areas, and as directed by the Parks Superintendent, or designee.

Waiver

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

Data to Be Furnished By Contractor

The Contractor shall furnish the Administrative Analyst with such information as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time, and must be turned over to the City within five (5) days of request. Failure to comply with this provisions is a material breach of the Agreement and may result in its termination.

Signage

Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City.

Contractor shall not post advertising signs and banners within the Maintenance Areas. All signs used by the Contractor shall be kept "graffiti free" at all times.

Contractor shall remove all unauthorized signs and advertising within the Maintenance Areas. Contractor shall also be responsible for the removal of debris.

Contractor Customer Service Standards

The Contractor shall at all times represent the City in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of

Riverside Contractor Service Standards Acknowledgment, which is hereby made a part of this RFP (Exhibit "G").

Frequency Schedule

1) DAILY CUSTODIAL SERVICES

Buildings / Facilities:

- Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases, and other office equipment using specially treated dust cloths or feather duster. Includes dusting around computer and computer equipment. EXCLUDE weight equipment and fitness equipment.
- Empty and re-line all wastebaskets and trashcans. Place trash in dumpsters. Wipe inside and outside of garbage cans and spray with disinfectant.
- Restock paper towel and hand soap dispensers.
- Clean bleachers, and remove trash, debris and spillages in areas around and under bleachers.
- Clean stainless steel surfaces and fixtures.
- Remove graffiti from walls, fixtures and furniture. Notify City of any graffiti that cannot be removed with normal graffiti cleaning solutions.

Kitchens:

- Thoroughly germa-clean kitchen with approved disinfectant.
- Clean exterior surfaces of all appliances (i.e. microwaves, stoves, refrigerators, etc.).
- Clean sinks, counters, cabinets and fixtures. No cleaning of dishes, silverware, or coffeepots will be required.
- Notify City of any leaks or plugged drains.

Restrooms:

- Clean restroom floors with germicidal detergent solution.
- Clean basins, countertops, fixtures, toilet bowls and urinals with germicidal detergent solution, including grouted areas.
- Clean, disinfect and refill restroom dispensers. Restock toilet tissue, hand soap, seat covers, paper towels, feminine hygiene receptacle liners, and deodorizers.
- Toilet tissue shall be removed (off site) and replaced when more than 2/3 of the roll is gone.
- Clean, wipe and polish mirrors, including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
- Wash both sides of toilet seats with germicidal solution.
- Spot clean restroom doors, walls and partitions.
- Notify City of any leaks or plugged drains.
- Remove all spit and paper wads from ceilings, walls, partitions, etc.

Floors:

- Sweep and/or dust mop all hard surfaces using dust control sweeping mops.
- Clean and vacuum floor mats.
- Wet mop hard surfaces and composite floors with an approved cleaner.
- Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, etc., from carpets.
- Spot clean carpet stains with rug spotter.
- Vacuum automatic door tracks.
- Remove any spillage on floors.
- Remove heel marks.

2) WEEKLY CUSTODIAL SERVICES:

- Damp wipe glass tops desks or counter areas.
- Remove fingerprints, smudges and spills from glass windows, doors and partitions, and mirrored walls.
- Remove smudges from doors, doorframes, handles, knobs, bars, woodwork and wall switches.
- Clean, polish and sanitize drinking fountains.
- Remove finger marks, ink marks and smudges from tabletops, walls and counters.
- Clean hard surface areas, partitions, doors and walls, etc.
- Spot clean doors and walls.
- Clean rubberized mats.
- Clean boxing rings with germicidal anti-bacterial solution and vacuum canvas flooring.
- Spot clean carpet stains with rug spotter.
- Pour clean water in all floor drains to flush traps.

3) BI-MONTHLY CUSTODIAL SERVICES (Twice Per Month):

- Clean and spray buff all hard surface floors.
- Clean interior windows and glass doors.
- Vacuum automatic door tracks.

4) MONTHLY CUSTODIAL SERVICES:

- Clean window sills and ledges.
- Clean baseboards and molding strips.
- Remove cobwebs.
- Clean door thresholds/plates and door frames.
- Wipe down padded surfaces.
- Clean and dust vending machines.
- Vacuum all upholstered furniture, such as desk chairs and guest chairs, etc.

- Dust all blinds and window coverings.
 - Dust tops of doorframes, door closers, partitions, window blinds, air vents, overhead shelves, special molding.
 - Clean all basketball backboards.
 - Clean exterior windows and glass doors, including hard water deposits.
- 5) QUARTERLY CUSTODIAL SCHEDULE:
- Clean inside of stoves and ovens.
 - Wash all carpeted areas using a hot water extraction method.
 - Scrub, wax, and machine polish hard surface floors (3 quarters).
- 6) ANNUALLY
- Strip, wax, and machine polish hard surface floors.
- 7) CARPET CLEANING AND UPHOLSTERY:
- All carpeted areas shall be thoroughly cleaned three times per year. All spots shall be removed at the time of detection.
 - All upholstered furniture shall be vacuumed twice monthly. All upholstered furniture shall be cleaned twice per year. All spots shall be removed at the time of detection.
- 8) BUILDING SECURITY
- All exterior doors are to remain locked while cleaning crew is in the building. NO EXCEPTIONS.
 - Secure all exterior and interior doors and windows. Turn off all but security night lighting.
 - Reset alarms when leaving the buildings.

Minimum Frequency Schedule

	Daily	Weekly	Bi-Monthly	Monthly	Quarterly	Bi-Annually	Annual
Janitorial Services (General)							
Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases, and other office equipment using specially treated dust cloths or feather duster. Includes dusting around computer and computer equipment. EXCLUDE weight equipment and fitness equipment.	x						
Empty and re-line all wastebaskets and trashcans. Place trash in dumpsters. Wipe inside and outside of garbage cans and spray with disinfectant.	x						
Damp wipe glass tops desks or counter areas.		x					
Remove fingerprints, smudges and spills from glass windows, doors and partitions, and mirrored walls.		x					
Remove smudges from doors, doorframes, handles, knobs, bars, woodwork and wall switches.		x					
Clean, polish and sanitize drinking fountains.		x					
Remove finger marks, ink marks and smudges from tabletops, walls and counters.		x					
Clean hard surface areas, partitions, doors and walls, etc.		x					
Clean window sills and ledges.				x			
Clean baseboards and molding strips.				x			
Remove cobwebs.				x			
Restock paper towel and hand soap dispensers.	x						
Clean door thresholds/plates and door frames.				x			
Clean bleachers, and remove trash, debris and spillages in areas around and under bleachers.	x						
Wipe down padded surfaces.				x			
Clean stainless steel surfaces and fixtures.	x						
Remove graffiti from walls, fixtures and furniture. Notify City of any graffiti that cannot be removed with normal graffiti cleaning solutions.	x						
Janitorial Services (Kitchens)							

Minimum Frequency Schedule

	Daily	Weekly	Bi-Monthly	Monthly	Quarterly	Bi-Annually	Annual
Thoroughly germa-clean kitchen with approved disinfectant.	x						
Clean exterior surfaces of all appliances (i.e. microwaves, stoves, refrigerators, etc.).	x						
Clean sinks, counters, cabinets and fixtures. No cleaning of dishes, silverware, or coffeepots will be required.	x						
Spot clean doors and walls.		x					
Notify City of any leaks or plugged drains.	x						
Clean rubberized mats.		x					
Clean boxing rings with germicidal anti-bacterial solution and vacuum canvas flooring.		x					
Clean and spray buff all hard surface floors.			x				
Clean and dust vending machines.				x			
Vacuum all upholstered furniture, such as desk chairs and guest chairs, etc.				x			
Dust all blinds and window coverings.				x			
Clean interior windows and glass doors.			x				
Dust tops of doorframes, door closers, partitions, window blinds, air vents, overhead shelves, special molding.				x			
Clean all basketball backboards.				x			
Clean exterior windows and glass doors, including hard water deposits.				x			
Clean inside of stoves and ovens.					x		
Wash all carpeted areas using a hot water extraction method.					x		
Scrub, wax, and machine polish hard surface floors (3 quarters).					x		
Clean vinyl room dividers/partitions.						x	
Dusting of a/c vents, cross-members, l-beams, or other hard surfaces above 25 feet.						x	
Strip, wax, and machine polish hard surface floors.							x
Janitorial Services (Restrooms)							
Clean restroom floors with germicidal detergent solution.	x						

Minimum Frequency Schedule

	Daily	Weekly	Bi-Monthly	Monthly	Quarterly	Bi-Annually	Annual
Clean basins, countertops, fixtures, toilet bowls and urinals with germicidal detergent solution, including grouted areas.	x						
Clean, disinfect and refill restroom dispensers. Restock toilet tissue, hand soap, seat covers, paper towels, feminine hygiene receptacle liners, and deodorizers.	x						
Toilet tissue shall be removed (off site) and replaced when more than 2/3 of the roll is gone.	x						
Clean, wipe and polish mirrors, including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.	x						
Wash both sides of toilet seats with germicidal solution.	x						
Spot clean restroom doors, walls and partitions.	x						
Notify City of any leaks or plugged drains.	x						
Remove all spit and paper wads from ceilings, walls, partitions, etc.	x						
Daily Janitorial Services (Floors)							
Sweep and/or dust mop all hard surfaces using dust control sweeping mops.	x						
Clean and vacuum floor mats.	x						
Wet mop hard surfaces and composite floors with an approved cleaner.	x						
Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, etc., from carpets.	x						
Spot clean carpet stains with rug spotter.		x					
Vacuum automatic door tracks.			x				
Remove any spillage on floors.	x						
Remove heel marks.	x						
Pour clean water in all floor drains to flush traps.		x					

**CITY OF RIVERSIDE- PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT
PRICING ALTERNATES OPTIONS A & B -TERMS AND AGREEMENT**

*It shall be understood and agreed that during the term of this contract and for ninety (90) days
Thereafter, CITY OF RIVERSIDE-, will not, directly or indirectly hire any person employed by GUARANTEED
JANITORIAL SERVICES.*

EQUIPMENT AND SUPPLIES

We agree to provide all janitorial equipment required to perform the above specified work.

INSURANCE AND BONDING

We carry Comprehensive Liability Insurance in the amount of \$2,000,000.00 bodily injury, each person, \$1,000,000.00 each occurrence and \$500,000.00 property damage for your protection and ours. We also carry Janitorial Fidelity and Performance Bonds.

TERMS

Our rate includes all costs for materials, equipment, supervision, wages, taxes and insurance required to fulfill the cleaning specifications as outlined in this quote.

1. PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT PRICING ALTERNATES :

PRICING ALTERNATE DESCRIPTION	RATE PER YEAR
OPTION A: EXCLUDE HIGH DUSTING, WINDOWS & WAXIE BRAND CONSUMABLES (WITH THE EXCEPTION OF FLOOR FINISHING PRODUCTS)	\$480,960.24
OPTION B: EXCLUDE FLOOR CARE & WAXIE BRAND CONSUMABLES (WITH THE EXCEPTION OF FLOOR FINISHING PRODUCTS)	\$465,492.24

We will satisfactorily perform the above specifications at the above rates, for all facilities listed in RFP No. 2010.

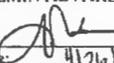
THIS AGREEMENT shall take effect as of _____ and may be terminated upon two days (2) days written notice by either party.

The above specifications, conditions and terms are satisfactory and are hereby accepted.

ACCEPTED AND APPROVED
CITY OF RIVERSIDE-FINANCE-PURCHASING DIVISION

ACCEPTED AND APPROVED:
GUARANTEED JANITORIAL SERVICES, INC.-
JAZMIN ALVAREZ

By: _____
Date: _____

By:  _____
Date: 4/26/21

**CITY OF RIVERSIDE- PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT
FLOOR MAINTENANCE SERVICES-TERMS AND AGREEMENT
FLOOR MAINTENANCE SERVICES, ON CALL**

*It shall be understood and agreed that during the term of this contract and for ninety (90) days
Thereafter, CITY OF RIVERSIDE-, will not, directly or indirectly hire any person employed by GUARANTEED
JANITORIAL SERVICES.*

EQUIPMENT AND SUPPLIES

We agree to provide all janitorial equipment required to perform the above specified work.

INSURANCE AND BONDING

We carry Comprehensive Liability Insurance in the amount of \$2,000,000.00 bodily injury, each person, \$1,000,000.00 each occurrence and \$500,000.00 property damage for your protection and ours. We also carry Janitorial Fidelity and Performance Bonds.

TERMS

Our rate includes all costs for materials, equipment, supervision, wages, taxes and insurance required to fulfill the cleaning specifications as outlined in this quote.

I. PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT FLOOR MAINTENANCE SERVICES, TO BE PERFORMED ON CALL :

SURFACE TYPE	RATE PER SQUARE FOOT
VCT,LINOLEUM	\$0.24
LVT	\$0.22
TILE	\$0.18
EPOXY/CONCRETE	\$0.18

We will satisfactorily perform the above specifications at the above rate per sq.ft. per requested area, for all facilities listed in RFP No. 2010.

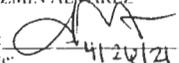
THIS AGREEMENT shall take effect as of _____ and may be terminated upon two days (2) days written notice by either party.

The above specifications, conditions and terms are satisfactory and are hereby accepted.

ACCEPTED AND APPROVED
CITY OF RIVERSIDE-FINANCE-PURCHASING DIVISION

ACCEPTED AND APPROVED:
GUARANTEED JANITORIAL SERVICES, INC.-
JAZMIN ALVAREZ

By: _____
Date: _____

By: 
Date: 4/26/21

RFP NO.2010-ALTERNATE PRICING OPTION A-EXCLUDE HIGH DUSTING & WINDOWS, INCLUDE CONSUMABLES DISCOUNT										
No.	Jobsite	Address	Cleanable SQFT	Restrooms	Frequency	Days	Monthly Cost Consumables	Monthly Cost Labor	Monthly Cost	Annual Cost
1	Bobby Bonds Sports Complex – Cesar Chavez Community Center (excludes Suites 101, 104, 106, 113, 114, 209, and 212)	2060 University Ave.	24031	6		7 M-Su	\$350.90	\$4,149.10	\$4,500.00	\$54,000.00
2	Bobby Bonds Sports Complex – Youth Opportunity Center and Gymnasium (excludes swimming pool office and locker rooms)	2060 University Ave.	24226	2		7 M-Su	\$332.03	\$3,657.97	\$3,990.00	\$47,880.00
3	Bobby Bonds Sports Complex – CHEER Building	2060 University Avenue	5720	3		5 M-F	\$225.45	\$1,424.55	\$1,650.00	\$19,800.00
4	Bordwell Park – Stratton Community Center	2008 Martin Luther King Blvd.	9947	4		6 Su-F	\$239.14	\$1,780.86	\$2,020.00	\$24,240.00
5	Bryant Park – Arianza Community Center	7950 Philbin Ave.	22214	6		6 M-Sa	\$341.65	\$3,908.35	\$4,250.00	\$51,000.00
6	Bryant Park – Eric Solander Suites B and C	7950 Philbin Ave.	6187	6		5 M-F	\$228.04	\$1,491.96	\$1,720.00	\$20,640.00
7	Fairmount Park – Stewarts Boathouse, Lakeside Room (excludes lower floor of building)	2707 Locust St.	2300	2		3 F, S, Su	\$108.45	\$541.55	\$650.00	\$7,800.00
8	Fairmount Park – Izaak Walton Building	2710 Dexter Dr.	2148	2		1 F	\$87.36	\$127.65	\$215.01	\$2,580.12
9	Fairmount Golf Course	2681 Dexter Dr.	2710	2		7 M-Su	\$189.92	\$770.08	\$960.00	\$11,520.00
10	Hunt Park – Renek Community Center	4015 Jackson St.	13100	2		6 Su-F	\$215.46	\$1,164.54	\$1,380.00	\$16,560.00
11	La Sierra Park – La Sierra Community Center	5215 La Sierra Ave.	8280	4		6 Su-F	\$260.60	\$2,339.40	\$2,600.00	\$31,200.00
12	La Sierra Park – La Sierra Senior Center	5215 La Sierra Ave.	12680	2		7 M-Su	\$284.67	\$2,425.33	\$2,710.00	\$32,520.00
13	Lincoln Park – Community Center	4261 Park Ave.	1700	2		3 M, W, F	\$107.34	\$512.66	\$620.00	\$7,440.00
14	Nichols Park – Joyce Jackson Community Center	5505 Dewey Ave.	8280	4		6 Su-F	\$228.04	\$1,491.96	\$1,720.00	\$20,640.00
15	Orange Terrace Community Park – Orange Terrace Comm. Center (excludes Library)	20010 Orange Terrace Pkwy.	24875	2		7 M-Su	\$253.57	\$2,156.43	\$2,410.00	\$28,920.00
16	Reid Park – Ruth Lewis Community Center	701 N. Orange St.	8280	2		4 M, W, F, Su	\$234.93	\$590.08	\$825.01	\$9,900.12
17	Reid Park – Springbrook Clubhouse (excludes warehouse)	1011 N. Orange St.	5997	4		3 M, F, Su	\$103.64	\$416.36	\$520.00	\$6,240.00
18	Shamel Park – Swimming Pool Building	3650 Arlington Ave.	877	2		6 Su-F	\$123.62	\$936.38	\$1,060.00	\$12,720.00
19	Sycamore Canyon Wilderness Park – Ameal Moore Nature Center	400 Central Ave.	1050	2		6 Su-F	\$112.89	\$657.11	\$770.00	\$9,240.00
20	Villegas Park – Villegas Community Center	3091 Esperanza St.	18391	4		7 M-Su	\$136.57	\$1,273.43	\$1,410.00	\$16,920.00
21	Villegas Park – Brown Room (excludes attached outdoor park restroom)	3091 Esperanza St.	989	2		4 M-Th	\$87.27	\$422.73	\$510.00	\$6,120.00
22	White Park – Dales Senior Center	3936 Chestnut St.	10720	2		7 M-Su	\$233.96	\$1,646.04	\$1,880.00	\$22,560.00
23	Youth Innovation Center	9535 Miller St.	8500	2		7 M-Su	\$227.67	\$1,482.33	\$1,710.00	\$20,520.00
TOTALS									\$40,080.02	\$480,960.24

EXHIBIT "B"

COMPENSATION

**CITY OF RIVERSIDE- PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT
PRICING ALTERNATES OPTIONS A & B -TERMS AND AGREEMENT**

*It shall be understood and agreed that during the term of this contract and for ninety (90) days
Thereafter, CITY OF RIVERSIDE-, will not, directly or indirectly hire any person employed by GUARANTEED
JANITORIAL SERVICES.*

EQUIPMENT AND SUPPLIES

We agree to provide all janitorial equipment required to perform the above specified work.

INSURANCE AND BONDING

We carry Comprehensive Liability Insurance in the amount of \$2,000,000.00 bodily injury, each person, \$1,000,000.00 each occurrence and \$500,000.00 property damage for your protection and ours. We also carry Janitorial Fidelity and Performance Bonds.

TERMS

Our rate includes all costs for materials, equipment, supervision, wages, taxes and insurance required to fulfill the cleaning specifications as outlined in this quote.

I. PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT PRICING ALTERNATES :

PRICING ALTERNATE DESCRIPTION	RATE PER YEAR
OPTION A: EXCLUDE HIGH DUSTING, WINDOWS & WAXIE BRAND CONSUMABLES (WITH THE EXCEPTION OF FLOOR FINISHING PRODUCTS)	\$480,960.24
OPTION B: EXCLUDE FLOOR CARE & WAXIE BRAND CONSUMABLES (WITH THE EXCEPTION OF FLOOR FINISHING PRODUCTS)	\$465,492.24

We will satisfactorily perform the above specifications at the above rates, for all facilities listed in RFP No. 2010.

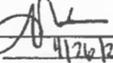
THIS AGREEMENT shall take effect as of _____ and may be terminated upon two days (2) days written notice by either party.

The above specifications, conditions and terms are satisfactory and are hereby accepted.

ACCEPTED AND APPROVED
CITY OF RIVERSIDE-FINANCE-PURCHASING DIVISION

ACCEPTED AND APPROVED:
GUARANTEED JANITORIAL SERVICES, INC.-
JAZMIN ALVAREZ

By: _____
Date: _____

By: 
Date: 4/21/21

**CITY OF RIVERSIDE- PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT
FLOOR MAINTENANCE SERVICES-TERMS AND AGREEMENT
FLOOR MAINTENANCE SERVICES, ON CALL**

*It shall be understood and agreed that during the term of this contract and for ninety (90) days
Thereafter, CITY OF RIVERSIDE- will not, directly or indirectly hire any person employed by GUARANTEED
JANITORIAL SERVICES.*

EQUIPMENT AND SUPPLIES

We agree to provide all janitorial equipment required to perform the above specified work.

INSURANCE AND BONDING

We carry Comprehensive Liability Insurance in the amount of \$2,000,000.00 bodily injury, each person, \$1,000,000.00 each occurrence and \$500,000.00 property damage for your protection and ours. We also carry Janitorial Fidelity and Performance Bonds.

TERMS

Our rate includes all costs for materials, equipment, supervision, wages, taxes and insurance required to fulfill the cleaning specifications as outlined in this quote.

I. PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT FLOOR MAINTENANCE SERVICES, TO BE PERFORMED ON CALL :

SURFACE TYPE	RATE PER SQUARE FOOT
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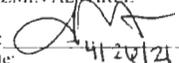
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The above specifications, conditions and terms are satisfactory and are hereby accepted.

ACCEPTED AND APPROVED
CITY OF RIVERSIDE-FINANCE-PURCHASING DIVISION

ACCEPTED AND APPROVED:
GUARANTEED JANITORIAL SERVICES, INC.-
JAZMIN ALMAREZ

By: _____
Date: _____

By:  _____
Date: 4/29/21

RFP NO.2010-ALTERNATE PRICING OPTION A-EXCLUDE HIGH DUSTING & WINDOWS, INCLUDE CONSUMABLES DISCOUNT										
No.	Jobsite	Address	Cleanable SQFT	Restrooms	Frequency	Days	Monthly Cost Consumables	Monthly Cost Labor	Monthly Cost	Annual Cost
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23	Youth Innovation Center	9535 Miller St.	8500	2		7 M-Su	\$227.67	\$1,482.33	\$1,710.00	\$20,520.00
TOTALS									\$40,080.02	\$480,960.24

EXHIBIT "C"

KEY PERSONNEL

b. Staffing hierarchy & personnel

