

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Service Contract

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and ScrubCan (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Request for Proposals Requirements Contract for Citywide Custodial Services (Request for Proposals No. 9669) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,400,000.00), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers,

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

[Signatures follow on the next page.]

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ Melissa Perales, Purchasing Manager</p> <p>APPROVED AS TO FORM:</p> <p>City Attorney</p> <p>Signed by: _____ By: <u>Christine Chavira</u> 4/16/2025 66086C14193B4F5... Date Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Deputy Date</p>	<p>ScrubCan</p> <p>Signed by: _____ By: <u>Corey Jackson</u> 4/9/2025 72EE773FD99040C... Name: Corey Jackson</p> <p>Title: Secretary (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>Signed by: _____ By: <u>Corey Jackson</u> 4/9/2025 72EE773FD99040C... Name: Corey Jackson</p> <p>Title: CEO (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY: _____</p>
<p>Addresses: CITY: City of Fresno Attention: Melissa Perales Purchasing Manager 2101 G Street, Bldg A Fresno, CA 93706 Telephone: (559) 621-1157 E-Mail: melissa.perales@fresno.gov</p>	<p>CONTRACTOR: ScrubCan Attention: Corey Jackson, CEO 4140 N Knoll Avenue Fresno, CA 93722 Telephone: (559) 375-5252 E-Mail: Corey@Scrubcan.com</p>



Request for Proposals (RFP)
Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposal Submission Deadline: Tuesday, September 10, 2024

Purchasing Division Contact: Sandra Gamez, Procurement Supervisor
Email: Sandra.Gamez@fresno.gov
Phone: (559) 621-1169 or (559) 621-1332
Fax: (559) 457-1265

City of Fresno
Proposal Specifications

Table of Contents

I – INTRODUCTION 3

NOTICE INVITING PROPOSALS 4

INSTRUCTIONS TO PROPOSERS 6

II – PROPOSAL AND CONTRACT DOCUMENTS 11

CHECK LIST 12

PROPOSAL DEPOSIT 13

BUSINESS LOCATION AND LICENSE 14

COST PROPOSAL 15

PROPOSER QUALIFICATION QUESTIONNAIRE 16

REFERENCES 18

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS 19

DISCLOSURE OF CONFLICT OF INTEREST 20

NONCOLLUSION DECLARATION 21

ADDENDA 22

PROPOSED CHEMICALS, RESTROOM SUPPLIES, AND EQUIPMENT 23

SIGNATURE PAGE..... 26

SAMPLE SERVICE CONTRACT 29

III – GENERAL CONDITIONS 32

IV – SPECIAL CONDITIONS 43

V – PERFORMANCE STANDARDS 63

VI – CHEMICALS..... 74

VII – TOOLS, EQUIPMENT, AND SUPPLIES 80

VIII – EXHIBITS 93

EXHIBIT A – LABOR CODE 94

EXHIBIT B – SMOKING IN CITY BUILDINGS..... 98

EXHIBIT C – AREA DEFINITIONS 99

EXHIBIT D – VARIOUS FORMS..... 103

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

I – INTRODUCTION

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Notice Inviting Proposals

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

Request for Proposals Requirements Contract for Citywide Custodial Services Request for Proposals No. 9669

The City of Fresno is soliciting proposals to provide custodial services at various City facilities. This RFP is to cover separate custodial staffing and supplies for more than 90 buildings, totaling over 800,000 interior square feet, and exterior areas totaling over 100,000 square feet for various City facilities. Custodial services are required Monday through Sunday for day and evening shifts; weekend and holiday services are limited to day shift work only.

This request is for a three-year contract with two possible one-year extensions.

All proposers must have a minimum of three years of commercial experience and/or municipal custodial experience of similar scope and size under the current business name.

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

Proposals must be submitted electronically via Planet Bids.

Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, September 10th, 2024, at which time they will be publicly opened and recorded. Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900-9128, meeting ID 920 4724 4398.

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of **THREE THOUSAND DOLLARS (\$3,000.00)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected. Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposal conferences to tour some facilities included in this RFP will be held at the following times and locations:

	Monday August 19th	Tuesday August 20th	Wednesday August 21st
9:00am		2600 Fresno Street Fresno, Ca 93721	5607 W. Jensen Ave Fresno, Ca 93706
10:00am	911 H Street Fresno, Ca 93721		
10:30am		1910 E. University Ave Fresno, Ca 93703	1626 E Street Fresno, Ca 93706
12:30pm	10120 N. Chestnut Ave Fresno, Ca 93630		
1:00pm			1325 E El Dorado Fresno, Ca 93706
1:30pm	6395 E. Floradora Ave Fresno, Ca 93727		
2:00pm		747 R Street, 2nd Floor Fresno, Ca 93721	
2:30pm	6936 E. Dakota Ave Fresno, Ca 93727		
3:30pm		1555 Van Ness Ave Fresno, Ca 93721	

Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Supervisor listed on the cover at 559-621-1169 or email Sandra.Gamez@fresno.gov

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Instructions to Proposers

General

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

Proposers must submit a deposit in the amount of **THREE THOUSAND DOLLARS (\$3,000.00)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.
3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000, shall be subject to the approval of the City Council.
4. The City reserves the right to reject any and all proposals.

Submittal of Proposal

5. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.
6. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
7. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
8. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

ACH Electronic Payment

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

Americans with Disabilities Act

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

Public Records

11. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award.

Selection Process and Evaluation Criteria

12. Proposal Evaluation

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

Proposers whose proposals include a failure to comply with or take exception to these Specifications may not be considered for award and dropped from the evaluation process.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

- a. **Cost** as shown on the Cost Proposal Worksheet.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on references and experience.
- d. **Conformance** to the terms and conditions of the RFP.
- e. **Financial Stability** based on financial statements provided.
- f. **Other** related information.

All proposers must have a minimum of three years of commercial experience and/or municipal custodial experience of similar scope and size under the current business name.

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

13. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.
14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.
15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

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

Contract Documents

17. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Bldg. A, Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

Questions, Clarifications, and Concerns

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

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

Contacts with City Staff

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

Regulated Communications in City Procurement Process Ordinance

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

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

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

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov> "Departments", "City Clerk," and "Fresno Municipal Code and City Charter." Or view the Fresno Municipal Code directly at:

https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH_4CIPUCOSA_ART6RECOELOFPRPR

Notification of Staff Determination

21. Any award of a Contract exceeding \$50,000, shall be subject to the Staff Determination clause. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website <http://www.fresno.gov>, "Departments",

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

“General Services,” “Purchasing Division,” and “Anticipated Formal Bid Award.” It is the sole responsibility of interested Proposers to seek this information.

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

Award of a Contract for less than \$50,000 is not subject to this Notification of Staff Determination provision.

Debarment

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

Outreach to Small Business Enterprises in Subcontracting

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

II – PROPOSAL AND CONTRACT DOCUMENTS

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Check List

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

1. **Cover Letter**, including company name, address, contact name, phone number and fax number.
2. **Proposal Deposit** in the form of:

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond
3. **Business Location and License**
4. **Cost Proposal**
5. **Proposer Questionnaire**
6. **References**
7. **Acceptance of Indemnification and Insurance**
8. **Disclosure of Conflict of Interest**
9. **Non-Collusion Declaration**
10. **Addenda and Time Period to Award/Reject**
11. **Proposed Chemicals, Restroom Supplies, and Equipment**
12. **ACH Authorization**
13. **Signature Pages**
Including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.
14. Signature page of all **ADDENDA** issued
15. **Financial Statements** for the last two available years. If Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner and the joint venture thereof. Financial documents will be treated as confidential, so provide them in a separate file.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Proposal Deposit

Accompanying this proposal is a Proposal Deposit in the amount of **THREE THOUSAND DOLLARS (\$3,000.00)** in the form of:

- | | |
|---|---|
| <input type="checkbox"/> Certified Check | <input type="checkbox"/> Bidder's Bond |
| <input type="checkbox"/> Cashier's Check | <input type="checkbox"/> Irrevocable Letter of Credit |
| <input type="checkbox"/> Certificate of Deposit | <input type="checkbox"/> Annual Bidder's Bond |

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

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Business Location and License

BUSINESS LOCATION

- ☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ☐ The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA

BUSINESS LICENSE

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Cost Proposal

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

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the services contained in the Cost Proposal Worksheet (**Attachment 1**) at the provided costs.

Within **Attachment 1 – Cost Proposal Worksheet**, Proposer must provide costs for all locations and items listed on the provided “9669 Cost Proposal Worksheet” tab, as well as all totals and additional pricing information on the “Totals” tab.

Services will begin upon issuance of the Notice to Proceed with the following location exceptions:

Section IV – Department of Public Utilities: Services will begin 01/02/2025

Section VI – Police Department: Services will begin 02/11/2025

Section VII – PARCS: Services will begin 01/10/2026

The quantities listed in the Cost Proposal Worksheet are estimates for the initial term. The actual requirements of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

Multiple Award: It is not necessary to bid all Sections in the Cost Proposal Worksheet (Attachment 1) to be responsive, but all locations in a Section must be bid to remain eligible for award of a contract for that Section. Award will be determined by the best value. Each Section may be awarded to the same or a different vendor as the City determines the best value for each.

The amounts shall include any and all applicable taxes.

The City reserves the right to award a contract for the base proposal only or the base proposal plus Additive Alternates, subject to the availability of funds at the time of award, and subject to whichever the City deems to be in its own best interest.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name: _____
(Submit with Proposal)

Proposer Qualification Questionnaire

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

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

b. Address:

Is your firm operating as a franchisee? Yes ☐ or No ☐

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

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

3. How many years has your business been established?

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

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

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

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

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☐
If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Proposer Qualification Questionnaire (Continued)

9. Does the proposer currently possess sufficient resources to meet the initial requirements for this contract?
Yes ☐ or No ☐
10. Describe how you will meet the requirements to provide the services as outlined in this Request for Proposals.
11. Describe your firm's communications system and how communications will be implemented between the City and your firm's local office for transmitting correspondence, reports, requests, etc.
12. Describe your firm's vacation policy and holidays, if provided by your firm.
13. Provide your firm's employee training program.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

References

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

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____PHONE NUMBER: _____

FAX NUMBER_____ EMAIL_____

LENGTH OF CONTRACT: _____(YEARS)

TYPES OF SERVICES PROVIDED: _____
2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____PHONE NUMBER: _____

FAX NUMBER_____ EMAIL_____

LENGTH OF CONTRACT: _____(YEARS)

TYPES OF SERVICES PROVIDED: _____
3. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____PHONE NUMBER: _____

FAX NUMBER_____ EMAIL_____

LENGTH OF CONTRACT: _____(YEARS)

TYPES OF SERVICES PROVIDED: _____

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Statement of Acceptance of the Indemnification and Insurance Requirements

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

Note: Any exceptions may cause a Proposer to not be awarded a contract.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

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

INSERT IF APPLICABLE

Signature of Authorized Person

Type or Print Name of Authorized Person

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signature

Date

Name

Company

Address

City, State, Zip

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Noncollusion Declaration
Public Contract Code section 7106

The undersigned declares:

I am the _____ of _____,
Title of Authorized Person Bidding Firm

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.
Date City State

Signature of Authorized Person

Print Name of Authorized Person

The above Noncollusion Declaration is part of the Bid Proposal.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Addenda

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

TIME PERIOD TO AWARD/REJECT

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

Proposer's Name _____
(Submit with Proposal)

Proposed Chemicals, Restroom Supplies, and Equipment

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

Listing of proposed alternate brands does not relieve the Contractor from providing and using brands which meet the requirements in the Specifications.

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

The delivery of all supplies shall be F.O.B. Destination- City of Fresno

DESCRIPTION	MANUFACTURER MODEL OR PRODUCT
<u>Chemicals</u>	
Acid-Type Bowl Cleaner	_____
Carpet Shampoo - Extraction Method	_____
Carpet Shampoo - Bonnet Method	_____
Carpet Stain Remover	_____
Solvent Type Carpet Stain Remover	_____
Cream Cleanser	_____
Degreaser	_____
Floor Finish	_____
Floor Finish Remover (stripper)	_____
Resilient Tile Seal	_____
Spray Buff Solution	_____
Concrete Seal	_____
Germicidal Disinfectant	_____
Glass Cleaner	_____
Graffiti Remover	_____
Neutral Detergent	_____
Stain Removal Kit	_____

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

Proposed Chemicals, Restroom Supplies, and Equipment (Continued)

DESCRIPTION	MANUFACTURER MODEL OR PRODUCT
<u>Restroom Supplies</u>	
Multi-fold Hand Towels	_____
Toilet Tissue	_____
Half-fold Toilet Seat Covers	_____
Hand Soap - Lotion	_____
Hand Soap - Powdered	_____
Ash Urn Sand	_____
Urinal Screens	_____
Tampon (Regular)	_____
4" Sanitary Napkin (Maxi-Pad)	_____
<u>Equipment</u>	
Carpet Extraction System, Self-Contained	_____
Carpet Vacuum - Medium Width	_____
Custodial Cart - Folding Type	_____
Floor Machine - High Speed	_____
Floor Machine - Regular Speed	_____
Pile Brush and Vacuum	_____
Wet/Dry Tank Vacuum	_____
Backpack Vacuum	_____

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Proposer's Name _____
(Submit with Proposal)

**CITY OF FRESNO
FINANCE DEPARTMENT
ACCOUNTS PAYABLE SECTION**

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____ Contact Email Address _____
(Required)

Contact Name _____ Telephone Number _____

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

Depository Name _____ Branch _____

City _____ State _____ Zip Code _____

Routing Number _____ Account Number _____

☐ ACH Authorization Agreement Form already on file with City.

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

Name(s) _____
(Please print)

Signature _____ Date _____

Title _____

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

(Submit with Proposal)

Signature Page

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

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

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

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

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

INSTRUCTIONS FOR SIGNATURE PAGE

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

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

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

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

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

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

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

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

NAME	ADDRESS

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

SAMPLE CERTIFICATION

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

By: _____
Name: _____
Title: Secretary
Date: _____

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Sample Service Contract

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

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

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

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers,

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

[Signatures follow on the next page.]

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ [Name], [Title/Dept.]</p> <p>APPROVED AS TO FORM:</p> <p>City Attorney</p> <p>By: _____ [Name] Date Senior Deputy City Attorney</p> <p>ATTEST: TODD STERMER, CMC City Clerk</p> <p>By: _____ Deputy Date</p>	<p>[CONTRACTOR], [Legal Identity]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY:</p> <p>_____</p>
<p>Addresses: CITY: City of Fresno Attention: [Name] [Title] [Street Address] Fresno, CA [Zip] Telephone: (559) [#] E-Mail: [E-Mail address]</p>	<p>CONTRACTOR: [Contractor Name] Attention: [Name] [Title] [Street Address] [City, State Zip] Telephone: [area code and #] E-Mail: [E-Mail address]</p>

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

III – GENERAL CONDITIONS

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

III. GENERAL CONDITIONS

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

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

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

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

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

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

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

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY PREMISES

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a Faithful Performance Bond from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **25% of the total contract amount.** IF APPLICABLE this bond is to be renewed annually.

7. INSURANCE REQUIREMENTS.

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

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

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

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

1. COMMERCIAL GENERAL LIABILITY

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

2. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

4. BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.
- (ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.
- (v) If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.
- (vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.

PROVIDING OF DOCUMENTS

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

SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

8. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

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

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

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

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

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

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

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

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

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

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

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

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

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

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

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

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

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

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

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

27. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

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

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

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

IV – SPECIAL CONDITIONS

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

IV. SPECIAL CONDITIONS

1. **TERM OF CONTRACT:** This Contract shall be in effect for three (3) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for two (2) one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve (12) months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

All proposers must have a minimum of three years of commercial experience and/or municipal custodial experience of similar scope and size under the current business name.

2. **PRICING CONDITIONS:** For twelve (12) months of the Contract, pricing will be fixed at the proposal pricing.

Ninety (90) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year which will be subject to negotiation by the City at the City's discretion. The Purchasing Manager of the City of Fresno shall be the authorized City agent in any such negotiation. Any proposed price revisions will be subject to the Purchasing Manager's written approval before being implemented by the Contractor.

The Contractor must provide adequate documentation to substantiate any request for price increase.

Any increases in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager:

1. The percent change for the initial twelve-month period for the U.S. Bureau of Labor Statistics Consumer Price Index (United States City Average for all Urban Consumers) for labor.
2. The percent change for the following producer's price index, as published by the Bureau of Labor Statistics Producer Price Index: Sanitary Paper Products (Product Code 322291) for supplies.

If any particular needs arise at any time during the term of the Contract, the City reserves the right to request adjustments, modifications, or additions to services to the Contract.

3. **NOTICE TO PROCEED:** The Contractor shall not commence any work, nor shall it enter the premises until it has received a written Notice to Proceed from the Purchasing Manager.

4. **CHANGES TO CONTRACT DOCUMENTS:** No changes or modifications to the Contract shall be made unless agreed to and signed by both the Contractor and the Purchasing Manager. No prior, current, or post award verbal agreement or agreements with any officer, agent, or

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

employee of the City shall affect or modify any terms or obligations of the Specifications or any Contract resulting from this procurement.

5. COMPENSATION ESCALATION DUE TO CHANGES IN MINIMUM WAGE: In the event the Contractor is required by a collective bargaining labor agreement, by the State, or by the Federal Government increases the minimum wage then the contract rates as defined in this proposal shall be subject to negotiation between the Contractor and the City of Fresno. In the event that negotiated changes in contract rates cannot be agreed upon by the City of Fresno and the Contractor, then the Contract may be terminated by either party in accordance with the General Conditions of This Contract. If the Contractor and the City of Fresno agree to a negotiated change in contract rates as defined in this proposal, the Contractor shall increase the minimum hourly wages and salaries paid to its employees performing services under this Contract in accordance with new negotiated wages and salaries.

*Note: The Minimum wage rate in California is currently at \$16.00 an hour for all employers, effective January 1, 2024. Proposers should consider wage rates when completing their proposal. (IF APPLICABLE)

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

Section I – GSD/Facilities Division:

City of Fresno
ATTN: Facilities Division
2101 G Street, Bldg. C
Fresno, CA 93706

Section II – City Hall:

City of Fresno
ATTN: Facilities Division
2101 G Street, Bldg. C
Fresno, CA 93706

Section III – Capital Projects Department:

City of Fresno
ATTN: Facilities Division
2101 G Street, Bldg. C
Fresno, CA 93706

Section IV – Department of Public Utilities:

City of Fresno - Wastewater Management Division
ATTENTION: Accounts Payable
5607 West Jensen Ave
Fresno, CA 93706

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Or:

Wastewater.Payables@fresno.gov

Section V – Fire Department:

City of Fresno
ATTN: Fire Department
911 H Street
Fresno, CA 93721

Section VI – Police Department:

ATTENTION: ACCOUNTS PAYABLE
City of Fresno Police Department
City Hall Annex, Second Floor, Fiscal Affairs
P.O. Box 1271
Fresno, CA 93715

Section VII – PARCS:

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

Additive Alternate I –Santa Fe Depot:

City of Fresno
ATTN: Facilities Division
2101 G Street, Bldg. C
Fresno, CA 93706

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

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

7. NOT APPLICABLE

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

9. CONTRACT ADMINISTRATOR: The City of Fresno designates the Facilities Manager as the Contract Administrator, who shall act on behalf of the City with respect to all aspects of this

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Contract. The City shall promptly notify Contractor in writing if the Contract Administrator is changed.

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

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

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

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

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

10. CONTRACT COORDINATOR: The Contract Administrator shall designate a contract Coordinator within each department to monitor and inspect the performance and progress of the Services provided under this Contract.

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

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

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

The Coordinator shall coordinate the activities of Contractor and the occupants to minimize any

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

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

11. CONTRACT SUPERVISOR: Contractor shall employ a Contract Supervisor for the said Services. This Contract Supervisor shall: (1) be Contractor's designated representative (2) be a full-time employee of Contractor (3) have authority to act on behalf of Contractor; (4) inspect work daily; and (5) provide consistent training to other employees to ensure compliance with City's requirements.

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

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

- a. The Services in an area were not performed in strict accordance with the Special Conditions and/or Performance Standards.
- b. The Services were not performed within the specified shift.
- c. The employee performing the Services did not receive the specified training.
- d. The Services were not performed in accordance with specified frequency.
- e. The Services were not performed within the time period specified.
- f. The Service as requested by written work order was not completed in its entirety.

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

make a deduction from payments to Contractor in accordance with the following paragraphs in this section.

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

15. LABOR ACTIVITY: Contractor shall be responsible for its own labor relations with any trade or union representative about its employees and shall negotiate and be responsible for adjusting all the disputes between itself and its employees or any union representing such employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Contractor shall immediately give written notice thereof to the City of Fresno Management employees.

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

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

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

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

18. MINIMUM FREQUENCY SCHEDULES: The minimum tasks and frequencies are scheduled under **Attachment 2 – Routine Tasks and Minimum Frequencies**. At times, additional maintenance frequencies may be required due to extensive use. If additional frequencies are required to maintain the facilities in an acceptable condition, it shall be at no cost to the City.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

20. ORGANIZATIONAL CHART: Contractor shall prepare, keep on file, and furnish a copy to the Contract Administrator or designee, an organization chart. Organization charts shall be updated whenever a change is made and shall show assigned work areas of each employee, by name, by position and by scheduled hours of work.

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

22. PARKING:

Section I – GSD/Facilities Division: Contractor will be issued parking permits for the Municipal Services Center.

Section II – City Hall: Contractor will be issued (3) parking permits for the Promenade lot, to be used by the Contractor's daytime employees assigned to City Hall and Capital Projects Department. Contractor's employees will not be issued parking passes for City Hall lots nor will they be allowed to park in the loading dock area.

Section III – Capital Projects Department: Contractor will be issued (3) parking permits for the Promenade lot, to be used by the Contractor's daytime employees assigned to City Hall and Capital Projects Department. Contractor's employees will not be issued parking passes for City Hall lots nor will they be allowed to park in the loading dock area.

Section IV – Department of Public Utilities: Contractor will be issued one (1) automatic gate card for access to the facility. Parking after hours is allowed at/near the Annex Building or Electrical Shop areas. Do not block driving lanes or vehicles while on property.

Section V – Fire Department: Contractor will be allowed to park in the parking lot at the Fire Department Headquarters.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Section VI – Police Department: Contractor’s employees will be provided one parking space by the Police Department during normal City working hours. The parking space is next to the Information Services Bureau parking stall (or east of the commercial garbage binds). In the event the assigned Janitorial Parking stall is occupied, any additional parking in the gated area between Police Headquarters and the Police Annex is available in un-numbered stalls only.

Section VII – PARCS: Contractor’s employees will not be provided parking space by the City of Fresno during normal City working hours. Rather, the Contractor’s employees will be responsible for finding their own parking spaces, in compliance with the City’s parking regulations.

Additive Alternate I – Santa Fe Depot: Contractor will be issued (3) parking permits for the Promenade lot, to be used by the Contractor's daytime employees assigned to City Hall and Capital Projects Department. Contractor’s employees will not be issued parking passes for City Hall lots nor will they be allowed to park in the loading dock area.

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

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

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

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

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The third Monday in February, Presidents' Day
- The last Monday in May, Memorial Day
- July 4, Independence Day
- The first Monday in September, Labor Day
- November 11, Veterans Day
- The fourth Thursday in November, Thanksgiving Day
- The day after Thanksgiving Day
- December 25, Christmas Day

If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

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

<u>Buildings</u>	<u>Holidays Requiring Coverage</u>
Section IV – Department of Public Utilities: All DPU locations listed	All
Section V – Fire Department: Fire Department Headquarters	All
Section VI – Police Department: See attached list of locations	All
Section VII – PARCS: All PARCS locations listed	All
Additive Alternate I – Santa Fe Depot: All Santa Fe Depot locations listed	All

Contractor may elect to pay holiday pay to their employees regularly assigned to perform work under this Contract; the cost shall be included under the provisions of **Attachment 1 – Cost Proposal Worksheet**. The actual total monthly work wages and salaries paid to Contractor's employees shall not increase Contractor's monthly invoice.

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

Contractor **shall not** duplicate and **shall not** allow such items to be duplicated or removed from the work site. Any such item which becomes lost, missing or stolen shall be immediately reported to the Contract Coordinator by the Contractor. Should Contractor lose or have stolen

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

any keys issued to Contractor by the City of Fresno, the cost of changing the locks or keys to the building, rooms, or areas accessible by the lost or stolen keys will be deducted from Contractor's monthly invoice.

Section II – City Hall: Keys for City Hall are **not** to be removed from City Hall by Contractor's employees. All keys must be secured in a lock box, located in the custodial office, when Contractor's employees are off duty. The lock box shall be supplied by Contractor.

30. **GRAFFITI REMOVAL:** Contractor is responsible for performing graffiti removal services on **interior** surfaces up to an allowance of 20 hours per month. Contractor may invoice the City for graffiti removal services which exceed the monthly allowance at the **Attachment 1 – Cost Proposal Worksheet Section IX – Additional Pricing** rate stated on the cost proposal form. The Contractor must obtain the Contract Coordinator's **prior** approval when performing this service beyond the 20-hour allowance. If Contractor is billing for this service, Contractor shall provide a separate line item on the invoice indicating the location, hours, and date service was performed.

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

EMERGENCY REPAIRS

Section I – GSD/Facilities Division: Emergency Repairs needed after normal business hours of 0700-1700, M-F, shall be immediately reported to the on-call Chief of Facilities.

Section II – City Hall: Emergency Repairs needed after normal business hours of 0800-1700, M-F, shall be immediately reported to City Hall Security.

Section VI – Police Department: Emergency Repairs needed after normal business hours of 0800-1700, M-F, shall be immediately reported to the Police Department's Duty Office at 621-2375.

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

33. **EXTRA PROJECTS:** Contractor shall perform Services as directed in written orders issued by the Contract Coordinator and in accordance with **Attachment 1 – Cost Proposal Worksheet Section IX – Additional Pricing**. Contractor or the Contract Coordinator shall prepare Project Work Orders based upon actual inspection of the building. Project Work Orders prepared by Contractor shall be submitted to the Contract Coordinator prior to any work being

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

performed by Contractor. Contract Coordinator shall have the unilateral right to reject, delay, modify, or approve such Project Work Orders.

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

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

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

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

37. SECURITY AND IDENTIFICATION:

- a. Contractor must conduct pre-employment background checks on each of its employees assigned to work under this contract prior to any employee being assigned to work at any City of Fresno facility. Contractor shall be responsible for the cost of the pre-employment background check.
- b. At a minimum, the Contractor's pre-employment background check for each employee must include:
 - Prior employment reference checks;
 - Driving records checks for all employees operating vehicles in the performance of the work under this Contract.
- c. The Contractor's employees shall be subject to and shall at all times conform to the City of Fresno's security rules and requirements and shall cooperate with City Police and Security personnel. Any violations or disregard of these rules may be cause for denial of access to the City of Fresno's property.
- d. Lunch boxes, thermos bottles and other personal packages may be subject to Police or Security inspection upon entering and leaving City premises.
- e. Every Contractor employee must wear a Contractor issued badge for identification while at all City locations. Contractor is responsible for ensuring the badge is returned to Contractor at employee separation/termination.
- f. All custodians must pass a Live Scan for State (DOJ) and Federal (FBI) level criminal history record checks prior to beginning work.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

a. For **Section VI – Police Department only**:

After notification of a successful LiveScan, the Contractor must have the custodian make an appointment for a Police Department photo ID at the location below:

Police Annex, Personnel Bureau
2326 Fresno Street, Second Floor West
559-621-2150
Monday through Friday from 0800 to 1500 hours.

The Police Department badge cost will be billed to the Contractor (currently \$10) for new or lost badges. Contractor's employees are required to visibly display the badge at all times during the performance of their work.

Under no circumstances will any of the Contractor's employees be allowed to work at the Police Department without passing a Live Scan and receiving their Police Department photo ID. The Contractor will be requested to immediately remove any employees assigned to restricted areas who are deemed to be unsuited for the assignment to any area.

In addition to a successful LiveScan result and Police photo ID, custodians assigned to work at the Skywatch Helicopter Unit must have federal Transportation Security Administration (TSA) background clearance to enter the facility. This background can take several weeks; therefore, pre-planning is important. For an appointment, please contact:

Fresno Yosemite International Airport Administration Office
4995 E. Clinton Way, Fresno
559-621-6650
Monday through Friday from 0800 to 1500 hours.

- g. Contractor's employees admitted to the City of Fresno's property must conduct themselves in an orderly and safe manner. Fighting or engaging in horseplay, being under the influence of alcohol or drugs or bringing alcohol or drugs onto the City's property, gambling, soliciting, stealing, taking pictures, or bringing cameras or other photographic devices anywhere on City property, and any immoral or otherwise undesirable conduct will not be permitted.
- h. Firearms, weapons, knives and/or explosives may not be brought onto City property.
- i. The operation of the Contractor's vehicles or private vehicles by Contractor's employees on the City's property shall conform to posted regulations and safe driving practices.
- j. Aisles, passageways, alleyways, driveways, entrances or exits and access to fire protection equipment must be kept unobstructed at all times.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

- k. Smoking in the City of Fresno's buildings is not permitted. The City's restrictions with respect to smoking must be strictly obeyed.
- l. Contractor shall maintain clearance space around all electrical and mechanical panels and equipment as required by applicable City codes.
- m. Contractor must take adequate measures to reasonably ensure the confidentiality of records, information, and persons observed at City facilities. Absolutely nothing that is observed, overheard, or witnessed in any City facility, is allowed to be provided or shared with any other person(s), agency, or the press without the specific approval of the Department Head or their designee and the Contract Administrator or designee. All employees must be trained by the Contractor regarding the confidentiality of information prior to assignment in any City facility, and refresher training provided every six-months.
- n. Contractor must notify the Contract Administrator or designee immediately in the event there is the least suspicion of a breach of confidentiality by an employee of the Contractor.
- o. Contractor shall establish and maintain a comprehensive drug screening and monitoring program for all assigned employees. This program must include, at minimum:
 - (1) Mandatory pre-employment drug and substance abuse testing;
 - (2) A program of continuous observation and verification whenever employee substance abuse is suspected. This program should be consistent with all aspects of the City of Fresno's Policy on Drug and Substance Abuse, including specific guidelines on:
 - The need for drug and alcohol testing;
 - The circumstances under which testing may be required;
 - The procedure for confirming an initial positive drug test result;
 - The consequences of refusing to undergo a drug and alcohol test;
 - Drug testing procedures and interpretive guidelines for positive/negative results (by substance);
 - Contractor employee training as part of a Drug Free Awareness Program;
 - Supervisory training in identification of drug and alcohol abuse which constitutes reasonable cause for drug testing;
 - The availability of employee counseling for drug or alcohol abuse. This program will include mandatory pre-employment drug testing, as well as system of continuous observation and verification whenever employee substance abuse is suspected. Contractor will be required to furnish detailed guidelines for administering all aspects of this program to the Contract Coordinator, including the professional

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

qualifications and testing methodologies used by participating medical laboratories or agencies.

38. SERVICE WORKERS

Contractor shall provide an adequate number of trained, qualified Service Workers, categorized as either Custodians or Senior Custodians, who are capable of performing the Services in accordance with the Contract Documents. As a minimum, the Contractor shall provide the number of productive hours, exclusive of meal breaks and formal training activities, for Service Workers.

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

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

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

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

- a. A list of the names of all personnel present for work, showing the name of each person for each Area Assignment and the number of hours worked by each person in each such Assignment, as certified by Contractor's time records.
- b. A list of Projects completed the past day, ready for inspection by the Contract Coordinator.
- c. A list of any incidents of significance involving the Contractors' employees in the performance of the Services.

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

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

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

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

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

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

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

43. TELEPHONE SERVICE

- a. Contractor shall maintain landline telephone or cell phone service, including voicemail, to receive calls from the Contract Coordinator.
- b. Should the Contract Supervisor(s) be away from the site or otherwise not able to respond to telephone calls, another authorized person shall be designated to act for Contractor.

44. TIME OF THE ESSENCE

For all requests made by the City of Fresno pursuant to this Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservation by the City of

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Fresno, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements of timely performance of any obligation remaining to be performed.

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

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

45. TRAINING:

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

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

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

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

The City of Fresno shall have the option of making training materials available for the use of the Contractor for these minimum requirements. The training materials shall remain the sole and exclusive property of the City of Fresno and shall not be removed from the site. Provision of any training materials by the City in no way relieves Contractor from any responsibility for training its employees in the proper methods and use of tools, chemicals, equipment and supplies or any

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

other skills or knowledge needed by the employees of Contractor in order to comply with the specifications contained herein.

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

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

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

47. UNIFORMS

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

Contractor shall provide each employee performing the Services under this Contract with a freshly laundered uniform each shift.

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

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

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

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

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

53. **SMOKING POLICY:** Contractor's employees working on City property shall comply with State and City smoking policies (Administrative Order 7-5). Refer to **Exhibit B** for City Smoking Policy.

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

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

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

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

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

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

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

Contractor's Employees: As specified, Contractor shall furnish an adequate number of properly trained cleaning personnel and shall supervise, and control personnel as is necessary to perform the services under this Contract. All personnel assigned by Contractor to perform services will be employees of Contractor and Contractor will pay all salaries and expenses, and all federal, social security, unemployment (federal and state) taxes, and any other payroll or withholding taxes relating to these employees.

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

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

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

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

58. MEETING/EVENT SET-UP: Contractor is responsible for setting up City tables, chairs and trash receptacles in and around City Hall for meetings and special events. They are also responsible for removing and putting away.

59. AIR INTAKES (SUPPLY AND RETURN AIR DIFFUSERS): Contractor is responsible for cleaning all air intakes (supply and return air diffusers) in all City buildings in accordance with industry standards.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

V – PERFORMANCE STANDARDS

V. PERFORMANCE STANDARDS

General Guidelines

1. Contractor shall perform the routine tasks in accordance with the frequencies defined in **Attachment 2 – Routine Tasks and Minimum Frequencies**.
2. Contractor shall perform the special events/weekend services and additional projects work as identified in **Attachment 1 – Cost Proposal Worksheet**, when requested by the Contract Administrator or designee by written Project Work Order.
3. Contractor shall perform the special events/weekend services, additional projects work, and routine tasks using equipment and chemicals meeting the requirements contained in Division VI – Chemicals and in Division VII – Tools, Equipment, and Supplies of the Specifications and in conformance with the standards contained in this part of the Specifications. Contractor shall follow the instructions provided by the manufacturers of such items in every case.
4. Unless exempted by the Contract Administrator or designee, Contractor shall remove all non-fixed furnishings such as tables, seats, chairs, carts, trash and ash receptacles, storage containers, etc. prior to performing a “Project” and return such items after the completion of the “Project.”
5. Contractor shall move or tilt all items such as chairs, seats, trash and ash receptacles, tables, storage containers, carts, etc. as required to perform the services next to, under or above such items.
6. Contractor shall return to their appropriate locations all items moved by Contractor during the performance of the Services; in public and common-use areas, Contractor shall return all furniture to their appropriate configuration.
7. Contractor shall provide and use adequate barricades and signs to provide sufficient warning prior to, during, and after the performance of the Services.

Performance Standards by Task

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

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

5. **Carpet – Vacuum Traffic Lanes:** Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface and pile and to raise the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum.

6. **Carpet – Vacuum Under Desks:** Contractor shall use a carpet vacuum to vacuum floors under desks, to remove soil and debris from the carpet surface and pile and to raise the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum.

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

8. **Chair Care, Bonnet Cleaning:** Contractor shall remove stains, completely vacuum, shampoo using bonnet equipment and supplies, and completely re-vacuum in the specified area. Contractor shall shampoo areas which are inaccessible to the equipment with manual

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

scrubbing devices. After shampooing and allowing sufficient drying time, Contractor shall vacuum following a pattern which will give the chair a uniform appearance. Contractor shall vacuum sufficiently prior to shampooing to remove dry, loose soil from the chair.

9. **Clean & Disinfect All Surfaces:** The Contractor shall use damp cloths, squeegees, and germicidal disinfectant solution from a spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

10. **Clean & Disinfect Baby Changing Stations:** Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution, which meets the EPA's criteria for use against SARS-COV-2, to all surfaces of baby changing stations and adjacent surfaces. Contractor shall use clean cloths to remove soil from all surfaces of these stations and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces. The cloths used in cleaning and disinfecting baby changing stations contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

11. **Clean & Disinfect Bottle Fillers:** Contractor shall use spray bottles of germicidal disinfectant solution which meets the EPA's criteria for use against SARS-COV-2, clean cloths, scrub pads and cream cleanser to remove all obvious soil, streaks, smudges, etc. from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

12. **Clean & Disinfect Counters, Tables, & Chairs:** Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution, which meets the EPA's criteria for use against SARS-COV-2, to all surfaces of counters, countertops, tables, chairs, and adjacent surfaces. Contractor shall use clean cloths to remove soil from all surfaces of these fixtures and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces.

13. **Clean & Disinfect Fixtures:** Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution, which meets the EPA's criteria for use against SARS-COV-2, to all surfaces of wash basins, toilets, urinals, showers, and adjacent surfaces. Contractor shall use clean cloths (except inside toilet bowls and urinals where Contractor shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

14. **Clean & Disinfect Microwaves (Inside & Out):** Contractor shall clean and disinfect microwaves (inside and out). Contractor shall use techniques consistent with industry standards.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

15. **Clean & Disinfect Public Counters:** Contractor shall use damp cloths, squeegees, and germicidal disinfectant solution, which meets the EPA's criteria for use against SARS-Cov-2, from spray bottles or pump sprayers to damp wipe and disinfect all public counters.

16. **Clean & Disinfect Refrigerators:** Contractor shall clean and disinfect refrigerators (outside only). Contractor shall use techniques consistent with industry standards.

17. **Clean & Disinfect Telephones:** Contractor shall clean and disinfect telephones. Contractor shall use techniques consistent with industry standards.

18. **Clean & Disinfect Water Cooler:** Contractor shall use spray bottles of germicidal disinfectant solution, clean cloths, scrub pads to remove all obvious soil, streaks, smudges, etc. from the water coolers. After cleaning and disinfecting the exterior, the water cooler shall be free of streaks, stains, spots, smudges, scale, and other removable soil. The water cooler shall periodically be flushed with a bleach water solution and flushed with fresh water.

19. **Clean & Disinfect Water Fountains:** Contractor shall use spray bottles of germicidal disinfectant solution, clean cloths, scrub pads to remove all obvious soil, streaks, smudges, etc. from the water fountains. After cleaning and disinfecting the exterior, the water fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

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

21. **Clean Floor Mats:** Contractor shall use an upright carpet vacuum, or a wet/dry tank vacuum, or a pile lifter to remove soil from floor matting.

22. **Clean Interior/Exterior Windows & Screens:** Contractor shall clean and scrub both interior and exterior window surfaces including both the window, screen, and windowsills. Contractor shall use techniques consistent with industry standards.

23. **Clean Windows Up To 10' High:** Contractor shall clean and scrub both interior and exterior window surfaces including both the window, screen, and windowsills up to 10 feet high. Contractor shall use techniques consistent with industry standards.

24. **Collect Litter/Remove Debris:** Contractor shall remove unsightly soil and litter. If the litter cannot be removed by hand, Contractor shall use a carpet vacuum on carpeted floors or broom or dust mop and damp mop on non-carpeted floors.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

25. **Descale Toilets & Urinals:** Contractor shall use acid-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the insides of toilet bowls and urinals.

26. **Dust Building Surfaces:** Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the building surfaces including ledges, windowsills, fire extinguishers, fire sprinkler pipes, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds, and other types of fixtures and surfaces. Contractor shall dust up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas and canopies. Contractor shall accomplish dusting by the removal of soil from the area - not by moving it from one surface to another.

27. **Dust Furniture and Equipment Surfaces:** Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, tables, cabinets, shelves, monitor tops, keyboards, calculators, phones and other types of furniture and equipment surfaces which are not considered to be building surfaces or building fixtures. Papers, files, and personal items are not to be disturbed. Contractor shall accomplish dusting by the removal of soil from the area - not by moving it from one surface to another.

28. **Empty Central Vacuum:** Contractor shall empty and return to its appropriate location all central vacuums.

29. **Empty Sanitary Napkin Receptacles:** Contractor shall empty and return to their appropriate location all sanitary napkin receptacles.

30. **Empty Trash & Ash Receptacles:** Contractor shall empty and return to their appropriate location all waste baskets, cigarette ash receptacles and other trash containers according to the Routine Task and Minimum Frequencies by area type for each area and building. Contractor shall empty all litter, cans, papers, and other containers marked 'TRASH'.

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

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

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

Contractor shall keep recycling separate from trash and empty paper, cardboard, plastics, and other recyclables to a primary on-site collection point for the City's recycling program.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

31. **Hard Surface Floors – Damp Mop:** Contractor shall use detergent solution and mops to remove soil from non-carpeted floors and baseboards which cannot be removed by sweeping, dust mopping or vacuuming. Contractor shall dust mop floors which are coated with floor finish prior to damp mopping. Contractor shall sweep other floor surfaces prior to damp mopping. Contractor shall damp mop all areas of the floor. After the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms, Contractor shall use germicidal disinfectant solution, which meets the EPA's criteria for use against SARS-COV-2, instead of detergent solution.

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

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

34. **Hard Surface Floors – Recondition Finished Floors:** Contractor shall remove soil, scratches and scuff marks and the top layer of floor finish from resilient tile and terrazzo floors and all finish and soil from baseboards and furniture and partition legs and bases. Contractor shall apply a minimum of 2 additional coats of floor finish. Contractor shall use a single disc floor machine, scrubbing pad, putty knife, abrasive pad, mop, mop bucket and wringer, detergent solution, and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. Contractor shall use wet/dry tank vacuums except in areas where their use is not practical or effective. Contractor shall rinse thoroughly with clean water all floor surfaces to which detergent solution has been applied. When wet/dry tank vacuums are used, Contractor shall rinse the floor surface at least once after the detergent solution has been

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, Contractor shall rinse the floor surface at least twice. After the top layer of floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least 2 coats of floor finish. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc. shall be visible.

35. Hard Surface Floors – Scrub & Seal Concrete Floors and Stairs: Contractor shall scrub exterior surfaces to remove stains and dirt to industry standards. Contractor shall apply a high-quality concrete sealer to manufacturer recommendation.

36. Hard Surface Floors – Spot Mop: Contractor shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

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

38. Hard Surface Floors – Strip and Refinish Floors: Contractor shall completely remove all non-permanent floor finish and seal from resilient tile or terrazzo floors and from baseboards and furniture and partition legs and bases. Apply a minimum of 2 coats of floor seal and 3 coats of floor finish. Contractor shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to eliminate all heel marks, scuff marks, rust stains, gum and other types of stains and soil. Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. Contractor shall use a wet/dry tank vacuum to pick up stripping solution except in areas where its use is not practical. Contractor shall rinse thoroughly with clear water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, The Contractor shall rinse the area at least once after the floor finish remover has been picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, Contractor shall rinse the floor at least twice. After the floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least 2 coats of floor seal and 3 coats of floor finish. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture, and other such areas. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc. shall be visible.

39. Hard Surface Floors – Wet Mop: Contractor shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads, and putty knives to remove soil from non-carpeted floors which cannot be removed by

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

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

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

41. **Polish Pillars – Stainless Steel:** Contractor shall polish stainless steel pillars with glass cleaner and soft, clean cloths. Contractor shall use a clean cloth and stainless-steel polish to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove. Contractor shall remove excess stainless-steel polish.

42. **Polish Rails – Stainless Steel:** Contractor shall polish stainless steel rails with glass cleaner and soft, clean cloths. Contractor shall use a clean cloth and stainless-steel polish to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove. Contractor shall remove excess stainless-steel polish.

43. **Power Wash Exterior Surfaces:** Contractor shall power wash the exterior surfaces of as directed by the Contract Administrator or designee.

44. **Refill Dispensers:** Contractor shall check multiple times daily and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, etc. Contractor shall place supply dispensers in accordance with the directions of the supplier and dispenser manufacturers. Contractor shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

45. **Refill Floor Drains:** Contractor shall use a floor drain brush to clean floor drains. Contractor shall use abrasive cleanser and scrub pads to remove corrosion and tarnish. Contractor shall pour a solution of germicidal disinfectant down the floor drain to fill the drain trap and prevent the escape of sewer gas as needed to regulate odors.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

46. **Seal Grouted Surfaces:** Contractor shall strip and clean grout to industry standards and manufacturer recommendation. Contractor shall apply a high-quality sealer to manufacturer recommendation to tile floors and tiled counter tops.

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

48. **Spot Clean Furniture Surfaces:** Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures including keyboards, calculators, computers, staplers, and other similar desk items.

49. **Weekday Policing of Daily Tasks:** In the areas identified in **Attachment 2 – Routine Tasks and Minimum Frequencies**, Contractor shall collect litter and sweep and/or vacuum obvious soil from floors. Spot clean unsightly soil from building, and furniture surfaces. Spot mop hard surface floors to remove liquids and/or unsightly soil. Contractor shall empty trash and ash receptacles which may become filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, hand soap and other dispensers which may become depleted prior to the next scheduled routine cleaning. Remove carpet stains. Empty, vacuum, or exchange wet or ineffective entrance mats. Clean inside and outside of microwaves. Clean and disinfect public counters and tabletops. Weekday policing will also include setting up tables and chairs for events as required by the Contract Administrator.

50. **Weekend and Holiday Policing:** In the areas identified in **Attachment 2 – Routine Tasks and Minimum Frequencies**, Contractor shall collect litter and sweep and/or vacuum obvious soil from floors. Spot clean unsightly soil from building, and furniture surfaces. Spot mop hard surface floors to remove liquids and/or unsightly soil. Contractor shall empty trash and ash receptacles which may become filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, hand soap and other dispensers which may become depleted prior to the next scheduled routine cleaning. Remove carpet stains. Empty, vacuum, or exchange wet or ineffective entrance mats. Clean inside of microwaves. Clean and disinfect public counters and tabletops.

51. **Emergency Call Service:** Contractor shall perform miscellaneous activities as directed by the Contract Administrator or designee. Tasks which fall within this category shall include any tool, item of equipment, chemicals, or supplies if such type of item is used in performing

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Routine Services as defined in the Specifications. Should any tool, item of equipment, chemical, or supplies not normally used in performing routine services be required as directed by the Contract Administrator or designee, such item shall be deemed to be not included in Bid hourly rate and shall be either reimbursed or provided by the City. The Contract Coordinator shall make the determination.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

VI – CHEMICALS

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

VI. CHEMICALS

1. GENERAL REQUIREMENTS

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

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

1.3 The City will reimburse Contractor for the direct cost of chemicals in an amount not to exceed the monthly total of **Attachment 1 – Cost Proposal Worksheet**.

2. CHEMICAL BRANDS

2.1 Contractor shall present the list of chemicals, which Contractor proposes to use in the execution of the Services for the City of Fresno, with the proposal.

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

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

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

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

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

d. If the proposed chemical performs as well or better than the chemical included on the LIST OF CHEMICALS as determined by on-site evaluation as determined by the Contract Administrator or designee, and causes no interference with the operational activities of the City

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

of Fresno, or damage to any City of Fresno facility, and is in the best interest of the City of Fresno, then the Contract Administrator or designee, shall provide the Contract Supervisor with written permission to use the proposed chemical in the performance of the Services. Such permission does not relieve Contractor of any liability or responsibility.

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

3. SAFETY DATA SHEET

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

4. CONTAINERS

Contractor shall purchase and issue all chemicals in their original containers. Containers shall be stored in accordance with law, regulatory agency, or this Contract.

5. LABELING

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

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

6. PROHIBITED CHEMICALS

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

7. MANUFACTURER'S INSTRUCTIONS

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

8. SLIP RESISTANCE

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

9. GERMICIDAL PROPERTIES

Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency Registration Number. Disinfectants need to be on the EPA approved list for use against SARS-CoV-2.

10. CARPET STAIN REMOVAL KIT

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

11. CONTAINER SIZES AND TYPES

Contractor shall provide the following chemicals in the type and size containers, or larger, than listed below:

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

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

12.1 ACID-TYPE BOWL CLEANER

- (LESS THAN 9.5% HCL AND NOT MORE THAN 24% TOTAL ACID CONTENTS)
- Hillyard, Inc. - "Liquid Swabby II"
- Butcher's Way Company - "Charge"
- Spartan Chemical Company, Inc. - "M*95"
- Johnson Wax Professional - "Crew"

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

12.2 CARPET SHAMPOO - EXTRACTION METHOD

Butcher's Wax Company - "Fountainhead"
Hillyard, Inc. - "Clean Action II"
Spartan Chemical Company, Inc. - "Xtraction II"
Johnson Wax Professional. - "Rugbee-Extractor"

12.3 CARPET SHAMPOO - BONNET METHOD

Butcher's Wax Company - "Spin Out"
Hillyard, Inc. - "Deep Action"
Spartan Chemical Company, Inc. - "Bonnet & Traffic Lane Carpet Cleaner"
Johnson Wax Professional. - "Rugbee-Bonnet"

12.4 CARPET STAIN REMOVER

Johnson Wax Professional - "Rugbee Stain Remover"
Butcher's Wax Company - "Percolator"

12.5 SOLVENT-TYPE CARPET STAIN REMOVER

R.R. Street & Company - "Picrin"

12.6 CREME CLEANSER

Johnson Wax Professional - "Crew Kleen 'N Shine"
National Laboratories - "NL Cream Cleanser"
Spartan Chemical Company, Inc. - "Sparcreme"
Rochester Midland - "Liqui-Scrub"

12.7 DEGREASER

Butcher's Wax Company - "Roughrider Alkaline Degreaser"
Hillyard, Inc. - "Renovator"
Spartan Chemical Company, Inc. - "Tough Duty NB"

12.8 FLOOR FINISH, FLOOR FINISH REMOVER, FLOOR SEAL, SPRAY BUFF SOLUTION, DETERGENT, AND CONCRETE SEAL

Johnson Wax Professional:
Concrete Seal - "Fortify"
Detergent - "GP Forward"
Finish - "Complete" or "Showplace"
Resilient Tile Seal - "Technique"
Spray Buff Solution - "Snap Back"
Stripper - "Bravo" or "Freedom"

Hillyard, Inc.:
Concrete Seal - "Seal 341"
Detergent - "Arsenal"
Finish - "Top Shape"
Resilient Tile Seal - "Seal 341"
Spray Buff Solution - "Hil-Glo"
Stripper - "Power Strip"

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Spartan Chemical Company, Inc.:

Concrete Seal - "Straight Seal"
Detergent - "Damp Mop"
Finish - "On An On"
Resilient Tile Seal - "On Base"
Spray Buff Solution - "Super Spray Buff"
Stripper - "DA-70 PF"

Butcher's Wax Company:

Concrete Seal - "Ironstone"
Detergent - "Hot Springs"
Finish - "Amplify"
Resilient tile Seal - "Ironstone"
Spray Buff Solution - "Over Drive"
Stripper - "Time Buster"

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

12.9 GERMICIDAL DISINFECTANT
(Quaternary Ammonium Chloride)

Hillyard, Inc. - "Rejuvinal Plus"
Spartan Chemical Company, Inc. - "DMQ"
Johnson Wax Professional. - "Forward DC"
Spic & Span Disinfecting All Purpose Spray

12.10 GLASS CLEANER
Analab - "Spray Glass Cleaner"
Johnson Diversey - "Windex"
Hillyard, Inc. - "Window Clean"
Spartan Chemical Company, Inc. - "Glass Cleaner"
Johnson Wax Professional. - "Glance"
Butcher's Wax Company - "Speedball Glass"

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

VII – TOOLS, EQUIPMENT, AND SUPPLIES

VII. TOOLS, EQUIPMENT, AND SUPPLIES

1. GENERAL REQUIREMENTS

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

2. MANUFACTURER BRANDS

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

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

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

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

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

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

3. MAINTENANCE AND REPAIR

3.1 Contractor shall maintain on file at the site of the work one complete set of operating and maintenance instructions for each type, brand and model of equipment, tool and item of supply

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

used in the performance of the work and shall provide the Contract Administrator or designee, with a photocopy of all such operating and maintenance instructions.

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

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

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

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

4. MINIMUM QUANTITIES

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

5. STORAGE LOCATIONS

5.1 Contractor shall keep storage locations and closets organized with labeling to identify areas for chemicals, small tools and supplies.

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

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

7. RESTROOM / BREAK ROOM SUPPLIES

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

7.2 The City will reimburse Contractor monthly for the direct cost of these supplies in an amount not to exceed the monthly amount of **Attachment 1 – Cost Proposal Worksheet**. Contractor shall provide the quantities and brand items or better than listed in the “Chemicals,” and “Tools, Equipment and Supplies” section of this Specification to maintain current quality standards. Substitution brands are at the discretion of the Contract Coordinator to accept as equal. The supplies listed in this Specification are complete to the best of the City’s knowledge; however, **Contractor is responsible for providing all janitorial paper supplies for servicing this Contract at the monthly allowance amount quoted in Attachment 1 – Cost Proposal Worksheet**. Contractor shall provide annual usage reports to the City.

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

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

8. OTHER SUPPLIES

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

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

8. REQUIRED EQUIPMENT SPECIFICATIONS AND DESCRIPTIONS:

CARPET EXTRACTION SYSTEM - SELF CONTAINED

Vacuum motor: two HP
Solution pump: 50 PSI minimum
Solution tank: 6 gallon minimum
Recovery tank: 4 gallon minimum
Cleaning width: 16-inches to 18-inches
Cable: 35-feet minimum
Weight: approximately 100 lbs.
Brush: rotating cylinder
Wheels: non-marking

ACCEPTABLE BRANDS:

1. Nilfisk-Advance - "AquaClean 15"
2. Tennant - "1240"

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

3. Minuteman - "Ambassador"
4. Windsor - "Admiral Plus"

CARPET VACUUM - MEDIUM WIDTH

18 to 20 pounds weight

16" to 18" brush width

Non-marking wheels and bumper guards

35-foot cable length, minimum

Low profile for easy reach under desks, furniture, etc.

Built in utility hose

Crevice tool, upholstery tool, dusting brush and extension wand

Top fill collection container

Disposable collection/filter bags

ACCEPTABLE BRANDS:

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

CUSTODIAL CART- BARREL TYPE

Constructed of high-impact plastic

Minimum 44-gallon capacity

Attached dolly with 4 swivel, non-marking casters

Snap-on tool caddy bag with pockets

ACCEPTABLE BRANDS:

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

FLOOR MACHINE - HIGH SPEED

110 volts, 60 cycle, 1.3 to 1.5 hp motor

950 to 1550 rpm (loaded)

20" Diameter

4" minimum diameter, non-marking, stair climbing rear wheels

Minimum 50 ft. cable, 14 gauge, 3 wire

Non-marking construction or bumper guards

60 to 80 pounds weight

Twist-lock pad centering lock

15-amp maximum circuit breaker

ACCEPTABLE BRANDS:

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

FLOOR MACHINE - REGULAR SPEED

Electrically powered
150 to 300 rpm (loaded)
20" Diameter
Safety interlock switch
4" minimum diameter, non marking, stair climbing rear wheels
Minimum 50 ft. cable
Non-marking construction or bumper guards
60 to 80 pounds weight
Twist-lock pad centering lock
15-amp maximum circuit breaker
Aluminum driving block with nylon bristle pad holder

ACCEPTABLE BRANDS

1. Clarke - "FM 2000"
2. Nilfisk-Advance - " All Purpose Matador"
3. Tennant - "2130"

PILE BRUSH AND VACUUM

3/4 - 1 1/4 H.P Vacuum Motor
Separate 1/2 H.P. motor
65 to 85 pounds weight
3-3/4 to 4-1/4" diameter, 14" to 16" length nylon tufted bristle, self-leveling brush
4" diameter non marking wheels
40' power cable minimum
Bumper guards
Stair climbing wheels
No backpack vacuum

ACCEPTABLE BRANDS

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

WET/DRY TANK VACUUM

10-gallon recovery tank size minimum
Non-marking casters
Removable filter
Bumper guards
Attachments: crevice tool, upholstery bush, dusting brush, extension wand, wand, hose, wet pickup, squeegee
Automatic overflow shutoff
Bypass motor

ACCEPTABLE BRANDS

1. Clarke - "STV-10"
2. National Super Service - "Colt" - 14.5 gallon tank capacity

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

3.Nilfisk-Advance - "GW 4512"

ABRASIVE PADS

Constructed from chemically resistant synthetic fibers
Fine and medium abrasive
Hand size

BOWL CADDY

Plastic, non-corroding construction
Able to hold one quart bottle of bowl cleaner
Adjustable collar to lock bottle in place
Leak-proof compartment for holding bowl mop

BROOM

Synthetic fiber self-flagging bristles
Head width approximately 10 inches
Attaches to extending handle
2 screw-type mounting holes, 1 at 90 degrees and a 2nd at approximately 60 degrees
4' to 8' extending aluminum handle

"CAUTION-WET FLOOR" SIGNS

Signs must conform to OSHA Standard 1910.44 safety color code for marking physical standards
Constructed of durable plastic
Stand alone
Must bear words "CAUTION-WET FLOOR" and international caution symbol for wet floor

CLEANING CLOTHS - DISPOSABLE

Absorbent synthetic fiber
Disposable
Lint less
Rags or paper towels not acceptable

CORNER BRUSH

Stiff synthetic fiber bristles for scrubbing wall-floor corners
Triangular shape
Attaches to extending handle

COUNTER BRUSH

Synthetic fiber, flagging bristles
8-to-9-inch block/handle

DECK BRUSH

Stiff, heavy duty, synthetic fiber bristles
Brush size approximately 2 ½ " x 12"
Attaches to extending handle

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

DETAIL BRUSH

Stiff bristle toothbrush

DISPENSING PUMPS

Chemically resistant plastic
Dispenses 1 ounce per stroke
Dip tube length 14"-15"

DOORSTOP

Wedge shape
Non-marking rubber construction

DRAIN BRUSH

Approximately 1 1/2" diameter
Approximately 6" brush length
Stiff nylon bristles twisted in wire

DUST MOP

Paraffin-base treatment, dust mop heads
Laundered and retreated off-site
Stored in plastic bags until used
5-inch minimum width
Dust mop head attaches to handle with swivel joint
Handle length approximately 5'

DUST MOP - DISPOSABLE

Treated by manufacturer with cationic, anti-static, dust attractant preparation
Dust mop head attaches to handle with swivel joint
Handle length approximately 5'

DUST CLOTHS - TREATED

Disposable
Treated

DUSTPAN

Constructed of nonmetallic material
Eyelet or hook for hanging on cart

DUSTING TOOL - LAMBS WOOL DUSTER

Extending handle
Lamb's wool

FLOOR MACHINE POLISHING PADS

Polyester construction
Minimum pad thickness of 3/4"
Designed for dry polishing with 1000 rpm floor machine
3M Company - "Scotch-Brite brand 51 Line White Super Buffer Pad"

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

FLOOR MACHINE SPRAY BUFF PADS

Polyester construction

Minimum pad thickness of 3/4"

Designed for spray buffing with 1000 rpm floor machine

3 M Company - "Scotch Brite brand Super High Speed Buffer Pad"

FUNNEL

Constructed from chemically resistant plastic

1/2-pint capacity

INSPECTION MIRROR

Hand size

LINERS FOR CUSTODIAL CART OR TRASH COLLECTION BARRELS

Minimum 1 1/2-mil polyethylene

Sized to fit custodial trash barrel and shelf-type custodial carts

LINERS FOR TRASH RECEPTACLES

Minimum 1-mil polyethylene for smaller receptacles

Minimum 1 1/2-mil polyethylene for larger receptacles

Sized to fit various size trash receptacles

Clear liners 25 Gal minimum 1 1/2-mil polyethylene for exterior

MEASURING CUP

Constructed from chemically resistant transparent plastic

1 ounce and 1/2 gradients

Minimum capacity of 16 ounces

MOP BUCKET AND WRINGER

Constructed from chemically resistant structural plastic

"CAUTION-WET FLOOR" and international symbol for slippery floor printed on 2 opposite sides of bucket

Metallic bails

Removable, swivel non-marking casters

Down pressure wringer

Bucket capacity approximately 32 quarts and marked with 1-gallon gradients

PAIL

Constructed from chemically resistant plastic

Metallic bale with plastic grip

Pouring spout

Capacity approximately 2 gallons with 1-quart gradients

PUSH BROOM

Brush head constructed from chemically resistant plastic approximately 18" in length

Synthetic fiber, self-flagging bristles

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

For exterior use
Attaches to extending handle

PUTTY SCRAPER

Metallic blade approximately 2" wide

"RESTROOM CLOSED" SIGNS

Signs must conform to OSHA Standard 1910.44 safety color code for marking physical standards

Constructed of durable plastic

Stand alone

Must bear words "RESTROOM CLOSED"

RUBBER GLOVES

Chemically resistant synthetic or rubber construction

Waterproof

Small, medium, and large sizes

SAFETY GOGGLES

OSHA approved

SPRAY BOTTLE

Chemically resistant plastic construction

Transparent or translucent

22-ounce capacity with 1 ounce gradients

Pistol-grip type sprayer with adjustable nozzle

Leak proof when on side or upside down

SQUEEGEE - GLASS

Tempered brass, stainless steel, or aluminum channel

Rubber blade

Approximate blade width 14" to 18"

SWIVEL PAD HOLDER AND ABRASIVE PADS

Pad holder constructed from chemically resistant plastic

360-degree swivel pad holder

2 abrasive pads, fine and medium

Attaches to extending handle

TOILET BOWL MOP

Chemically resistant plastic construction

Synthetic fiber mop head

Pliable squeeze cup

UTILITY BRUSH

Soft, synthetic fiber bristles

Constructed from chemical resistant plastic

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Hand size with short handle

WEDGE MOP

Cotton string dust mop head with looped-end strings
Dust mop head attaches to handle with swivel joint
Washable and re-treatable with paraffin based, soil attracting compound
Handle length approximately 5'
Washed and treated by an off-site dust mop rental service
For use on stair steps and hard-to-reach areas

WET MOP

Cotton and synthetic fiber mop head with looped end strings
Stitched tail band
Quick release type mop handle constructed from chemically resistant plastic
20-to-32-ounce mop head
Hollow core, light weight screw-type handle approximately 5' in length
Mops shall be color-coded as follows: rest rooms, general purpose, stripping, refinishing

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

HAND TOOL SUMMARY

ITEM

CLOSET SET - "JC"

Cart Liners *	Detergent Concentrate *
Trash Liners *	Germicide Concentrate *
Measuring Cup *	Glass Cleaner *
Disposable Cloths **	2 Dispensing Pumps *
Pail *	2 Empty Gallon Bottles *
Funnel *	Treated Dust Cloths **

* = may be shared by workers using the same closet

** = may **NOT** be shared by workers using the same closet

CART SET - "CAR"

Custodial Cart
Cart Liners
Fireproof Ash Receptacle
Rubber Doorstop

ABOVE-FLOOR CARE SET - "AFC"

Disposable Cloths	Detergent Solution
Treated Dust Cloths	Germicide Solution
Nylon Abrasive Pads	Glass Cleaner
2 Lambs' Wool Dusters	3 Trigger Sprayers
Counter Brush	3 Spray Bottles
Detail Brush	Cleanser
Utility Brush	Trash Liners

NON-CARPETED FLOOR CARE SET - "FC"

Broom	Dust Mop Handle & Head
Push Broom	Damp Mop Handle & Head
Dustpan	Wedge Mop Handle & Head
Corner Brush	Swivel Pad Holder & Handle
Deck Brush	Swivel Pad Heads
Drain Brush	Mop Bucket & Wringer
Putty Knife	2 Signs - "Caution-Wet Floor"

RESTROOM CARE SET - "RRC"

Bowl Mop	Acid Bowl Cleaner
Inspection Mirror	1 Sign - "Rest Room Closed"
Rubber Gloves	Disposable Cloths
Safety Goggles	Bowl Caddy
Tool Caddy	

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

CARPETED FLOOR CARE SET - "VAC"

- Upright Vacuum Cleaner

Vacuum Cleaner Bags

Extension Wand

Upholstery Brush
- Carpet Stain Remover

Aerosol Gum Remover

Crevice Tool

FINISHED FLOOR SET - "BUFF"

- Floor Machine - High Speed

3 Buffing Pads - High Speed

Spray Buffing Solution

1 Trigger Sprayer
- Floor Machine - Regular Speed

3 Buffing Pads - Regular Speed

1 Spray Bottle

MINIMUM EQUIPMENT QUANTITIES

EQUIPMENT DESCRIPTION	
CARPET EXTRACTION SYSTEM	6
CARPET VACUUM, MEDIUM WIDTH	27
CUSTODIAL CART SHELF TYPE	25
FLOOR MACHINE, HIGH SPEED	5
FLOOR MACHINE, REGULAR SPEED ..	5
MOP BUCKET & WRINGER SET	37
PILE BRUSH AND VACUUM	5
WET/DRY TANK VACUUM	21
TILTING TRASH TRUCK WITH LID (1.5 CY CAPACITY).	2

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

VIII – EXHIBITS

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

Exhibit A – Labor Code

LABOR CODE

DIVISION 2. EMPLOYMENT REGULATION AND SUPERVISION [200 - 2699.5]

(Division 2 enacted by Stats. 1937, Ch. 90.)

PART 3. PRIVILEGES AND IMMUNITIES [920 - 1138.5]

(Part 3 enacted by Stats. 1937, Ch. 90.)

CHAPTER 4.5. Displaced Janitor Opportunity Act [1060 - 1065]

(Chapter 4.5 added by Stats. 2001, Ch. 795, Sec. 1.)

1060.

The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

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

(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)

1061.

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

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

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

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

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

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

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

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

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)

1062.

(a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)

1063.

(a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)

1063.5.

(a) This chapter shall apply to every contractor that provides food and beverage services at a publicly owned entertainment venue.

(b) For purposes of this chapter, and in addition to the definitions specified in Section 1060, the following terms shall also have the following meanings:

(1) "Awarding authority" means any person that awards or otherwise enters into contracts for food and beverage services at a publicly owned entertainment venue.

(2) "Contractor" means any person that employs an individual to provide food and beverage services at a publicly owned entertainment venue.

(3) "Employee" means any person employed to provide food and beverage services at a publicly owned entertainment venue.

(4) "Publicly owned entertainment venue" means a venue that meets all of the following:

(A) Has been in operation for 15 years or more.

(B) Is located in a zone designated under Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(C) Hosts concerts, shows, or sporting events on a noncontinuous basis.

(c) This section shall remain in effect only until December 31, 2014, and as of that date is repealed.

(Added by Stats. 2013, Ch. 28, Sec. 39. (SB 71) Effective June 27, 2013.)

1064.

Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

1065.

If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)

Exhibit B – Smoking in City Buildings



ADMINISTRATIVE ORDER NUMBER 7-5

SUBJECT: Smoking and/or Vaping in City Buildings and/or City Vehicles

Responsible Department: Public Works - Facilities

Date Issued: 12-01-1998

Date Revised: 2-23-2011 and 10-29-2018

Approved: *(Signature on File)*

Purpose

To establish a policy and procedure regarding smoking and/or vaping in the workplace that is consistent with provisions of the California Labor Code and City Ordinance.

Policy

The City has a duty to make every reasonable effort to provide a safe, healthy and pollution-free work environment. It is the policy of the City to adhere to all applicable laws and regulations in that endeavor.

Procedure

1. Smoking and/or vaping is prohibited in all enclosed work areas. "Enclosed work area" is defined as any area occupied by employees in the performance of their regular duties and having four walls and a roof, regardless of the type of ventilation provided.
2. Smoking and/or vaping is prohibited in an outdoor area within 20 feet of a main exit, entrance, or operable window, or air intake vent of a public building.
3. Smoking and/or vaping is prohibited in City vehicles.

Exhibit C – Area Definitions

911 DISPATCH CENTER - A room in the east end of the basement of Headquarters characterized by work stations with computers, radios and telephones where 911 calls are taken by dispatchers.

ACTIVITY or BRIEFING AREA - A large, usually open area used for a variety of activities, including meetings, classes, social functions, or briefings. Example: City Police Stations contain an area or room where officers report for briefings and announcements.

ASSEMBLY ROOM - An open area, usually with classroom-type seating, used for briefings.

BREAK ROOM - A small room with tables and chairs, usually equipped with a coffee machine, sink, refrigerator and/or microwave may also be present. Used for coffee breaks or eating meals.

CASHIER - An area consisting of a walk-up counter, where the public pays for reports, etc. Example: The cashier counter on the 3rd Floor in Planning and Development.

CAFÉ ANNEX - Room located on the first floor of City Hall with tables, chairs and vending machines.

COMPUTER EQUIPMENT - A room, closet, or area, sometimes with raised flooring, that contains computer mainframe equipment and wiring.

COMPUTER-TERMINALS - A data entry area comprised of personal-computer workstations.

CONFERENCE ROOM - A meeting room with one or more tables encircled by a number of chairs.

COPY CENTER - An area with copier equipment typically used by a number of persons in a general office area.

COUNCIL CHAMBERS - Located on second and third floors of City Hall.

CORRIDOR OR HALLWAY - A main indoor walkway or hallway, typically with high traffic.

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

CUSTODIAL CLOSET OR STORAGE - A custodial storage area, equipped with a floor sink, used for the storage of custodial equipment and supplies, usually centrally located.

DARK ROOM - A film processing and developing area such as in the Crime Scene Investigations Bureau of Police Headquarters.

DATA ROOM – Small to medium sized room housing data or phone equipment.

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

ELEVATOR - A passenger elevator.

ENTRY - The door and passage area between the exterior and interior portions of a building.

EVIDENCE ROOM – a large room with shelving for storing evidence related to Police cases. Access is prohibited unless accompanied by authorized personnel.

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

EXTERIOR-STAIRS - Stairs, usually of concrete or paver construction, that are on the exterior of a building.

EXTERIOR-UNCOVERED - An exterior area, usually of concrete construction, consisting of walkways leading to building entrances.

FILE ROOM - A storage area where file cabinets are kept.

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

INTERVIEW ROOM - A room used to interview or interrogate suspects, witnesses, etc. There are two such rooms on the first floor of the Police Headquarters building.

JAIL CELL - A metal-barred concrete holding cell for prisoners.

KITCHEN - A food preparation area.

LABORATORY - A testing or forensic room or area.

LANDING - The platform between floors in a stairwell or at the top of exterior stairs.

LOBBY - The main lobby of the building, just inside the entryway on the first and second floor.

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

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

LOUNGE - An area used for rest or relaxation, similar to a break room, but food is usually not consumed in a lounge. Can also refer to the lactation area with seating immediately outside a woman's rest room.

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

MECHANICAL ROOM - An area with very low traffic containing equipment associated with the operation of heating, plumbing, electrical, and communications systems for a building.

MOTHERS ROOM - A room used by nursing mothers.

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

OBSERVATION ROOM - A room used to observe suspects, witnesses, etc. while they are being interviewed or interrogated. Usually adjacent to an interview room, they have a one-way mirrored window through which they can observe without being seen.

OFFICE - A private office with a door and walls.

OFFICE-EXECUTIVE - A private office characterized by larger size and more elaborate furnishings and finishes than is found in a typical private office.

OFFICE-MODULAR - An office area consisting of individual workstations separated by modular partitions, rather than walls.

OFFICE-OPEN - An office area where there are no walls or partitions separating individual workspaces.

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

QUIET ROOM - A room located on the third floor used by City Hall employees as a quiet space. Includes attached restroom.

RECEIVING - An area designated for the receipt, processing, and distribution of incoming goods and materials, adjacent to a loading dock, such as at Property & Evidence in Headquarters.

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

RECREATION ROOM – A large room used for a variety of recreational activities, games, social events, etc.

REPORT WRITING ROOM – Room where officers write official police reports, such as at the Report Writing Station in the Tower District.

RESTROOM - Public or private toilet facilities.

SHOP-REPAIR - A workshop area where a variety of equipment is repaired.

SHOWER-GROUP - An open shower space with a number of shower heads, designed to be used by a number of people at the same time.

SHOWER-STALL - A small shower enclosure with one shower head, designed to be used by one person at a time.

STAIRS - A series of steps for passing from one level of a building to another. Stairs begin at the doorway of one building level and extend to the doorway of the next higher or lower level.

STORAGE-ACTIVE - Areas with moderate traffic that are used for the storage of materials and/or equipment.

STORAGE- INACTIVE - Areas with very low traffic that are used for long-term storage of materials and/or equipment (other than file cabinets - see FILE ROOM).

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

TRAINING ROOM - A classroom-type room or area that is used for the instruction of employees or the public.

VENDING - An area with vending machines.

Example: the vending area in the basement of the Police Headquarters building adjacent to the elevator.

WAITING AREA - A high-traffic personnel-holding area. Usually has considerably more activity and soiling than a RECEPTION AREA.

WAREHOUSE – Large area with frequent traffic that is used for the storage of materials and/or equipment.

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

[illegible]

Date: _____

EMPLOYEE NAME: _____

DATE OF EMPLOYMENT:

RC RFP 04-2024

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

CONTRACTOR’S MONTHLY CUSTODIAL SUPPLY INVENTORY

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

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

CUSTODIAL SUPPLIES ISSUED RECORD

Date	Product	Quantity Received	Signature	Work Assignment

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

CITY OF FRESNO CUSTODIAL CONTRACT INSPECTION FORM

PAGE 1 OF 2

Date:_____Building:_____Floor:_____

Room or Location:_____

Work Assignment Number:_____Assigned To:_____

Inspected By:_____

X= Not Acceptable	DUST, LITTER, AND SOIL REMOVED	SPOTS AND STAINS REMOVED	VACUUM	MOP	BUFF	EMPTY	SUPPLIES	DESCALE
CEILING:								
Surface								
Vents & Diffusers								
Light Fixtures								
WALLS:								
Surfaces								
Moulding								
Trim								
Ledges								
Fixtures								
Doors								
Push & Kick Plates								
Rails								
Glass								
FLOORS:								
Surfaces								
Baseboards								
Corners								
Steps								
Elevator Tracks								
Walk-off Mats								

Request for Proposals Requirements Contract for Citywide Custodial Services
RFP No. 9669

CITY OF FRESNO CUSTODIAL CONTRACT INSPECTION FORM PAGE 2 OF 2

Date:_____ Building:_____ Floor:_____

Room or Location:_____

Work Assignment Number:_____ Assigned To:_____

Inspected By:_____

X= Not Acceptable	DUST. LITTER, AND SOIL REMOVED	SPOTS AND STAINS REMOVED	VACUUM	MOP	BUFF	EMPTY	SUPPLY	DESCAL
MISC.								
Drinking Fountains								
Trash Receptacles								
Furniture								
Dispensers								
Rest Room Fixtures								
Mirrors								
Blinds								
Drapes								

COMMENTS:

ALL ITEMS CORRECTED:_____ DATE:_____

VERIFIED BY:_____ DATE:_____

Sign and Print Name