
City of Santa Maria



REQUEST FOR PROPOSALS

CUSTODIAL SERVICES

ISSUING OFFICE: City of Santa Maria
Public Works Operations
810 West Church Street
Santa Maria, CA 93458

**SUBMITTAL: One (1) original and two (2) copies must be received on or before
4:30 p.m., August 13, 2020.**

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE
DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

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PUBLIC NOTICE

REQUEST FOR PROPOSAL

This request for proposal shall be considered the Bidding Documents. SEALED PROPOSALS must be received by the Public Works Operations Manager, mailed to City of Santa Maria, 810 West Church Street (USPS) OR (Fed Ex & UPS), Santa Maria, CA 93458 no later than **4:30 p.m., August 13, 2020**. NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE. PROPOSAL WILL REMAIN SEALED AND UNOPENED UNTIL THE NEXT BUSINESS DAY. PROPOSALS WILL NOT BE PUBLICLY OPENED.

CUSTODIAL SERVICES

Contract documents may be inspected and obtained in the office of the Public Works Operations Manager, City of Santa Maria, 810 West Church Street, Santa Maria, California 93458.

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Santa Maria to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Requests for information or clarification must be submitted **IN WRITING** and received by the Public Works Operations Manager no later than 4:30 p.m. on Tuesday, **August 4, 2020**. Requests may be submitted via e-mail to: mmaggio@cityofsantamaria.org.

Due to COVID-19, pre-proposal site visits **WILL** be mandatory, and scheduled **by appointment only**, in order to maintain social distancing. To schedule a site visit, contact Cassidy LeAir, Account Clerk II, at (805) 925-0951, ext. 2137, no later than **JULY 22, 2020, 4:00 P.M.** The site visit will take place at PUBLIC WORKS OPERATIONS, 810 WEST CHURCH STREET, SANTA MARIA, CA 93458.

Dated this **14th** day **of July, 2020**, at Santa Maria, California.

By: Marvin Maggio, Public Works Operations Manager
City of Santa Maria, California

Publication Date: **July 14, 2020**

**SECTION 1 - INSTRUCTIONS AND
CONDITION**

1.1 Project Description

The City of Santa Maria is requesting technical and cost proposals from qualified and experienced contractors to provide custodial services at designated City facilities.

One (1) original, two (2) paper copies and one (1) electronic copy on a USB Flash Drive of the proposal are to be submitted to the Department of Public Works, City of Santa Maria, 810 West Church Street, (USPS) OR (Fed Ex & UPS), Santa Maria, CA 93458 no later than **4:30 p.m., August 13, 2020.**

1.2 Information

The City of Santa Maria Facilities Maintenance Division is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Public Works Operations Manager at (805) 925-0951 ext. 2440.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Santa Maria will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective bidders who have secured same. However, it will be the responsibility of each prospective bidder, prior to submitting its proposal, to contact the Public Works Operations Manager, Department of Public Works, City of Santa Maria, 810 West Church Street, Santa Maria, CA 93458, (805) 925-0951 ext. 2440, to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Santa Maria, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Santa Maria when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.

4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subcontractor or supplier at any tier who shows that it has a substantial economic interest in a provision of the Invitation for Bid (IFB) or the Request for Proposals (RFP) or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Santa Barbara and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "RFP" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the Public Works Operations Manager of the City of Santa Maria.

1.5 Contracting Agency

The City of Santa Maria/Facilities Maintenance Division will administer the contract resulting from this Request for Proposals.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Joint Offers

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

1.8 Business Tax Certificate

Possession of a City of Santa Maria Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Contractor shall be required to possess, at its own expense, a valid and current City of Santa Maria Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Santa Maria. For additional information, contact the City of Santa Maria at (805) 925-0951 ext. 2422.

1.9 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the Public Works Operations Manager. The request shall be executed by the offeror or his duly

authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.10 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.11 Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Santa Maria 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 anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Santa Maria reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process 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; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. Proposer's past performance, and the City's assurance that each proposer will provide service as bid, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation

of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's bid submission, or at any point in the bid evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due the City of Santa Maria.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.12 Proposal Pricing Guidelines

Contractor shall provide proposed fees and cost information as a part of this Request for Proposals. Contractor must submit both an hourly fee schedule and a monthly not to exceed amount. Contractor must submit monthly hourly estimates per task. City will consider both the not to exceed amount per task and the hourly rates when making its consideration based on the reasonableness of the estimated hours per task. Fee schedules submitted in response to this Request for Proposals shall identify hourly rates and hours dedicated to project and be no higher than the bidder's standard commercial rates for same services. Monthly bills will be based on a time and materials basis utilizing Contractor's proposed fee schedule, supported by a time accounting. Monthly bills for each Task are subject to a not-to-exceed amount as bid. Cleaning schedules proposed in this Request for Proposal are subject to change during the term of any resulting agreement and any increases or reductions in cleaning services shall be based on the proportional hourly rates or the reduced/increased workloads. Extra-work will be based on the proposed rate schedule and will be billed on a time and materials basis. Fees submitted may be used as a basis of negotiation with the successful contractor.

1.13 Proprietary Information

The proposals received shall become the property of the City of Santa Maria and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are

defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" 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 be deemed non-responsive.

1.14 Tentative Selection Schedule

Issuance of RFP	JULY 14, 2020
Site Visit Appointment Deadline	JULY 22, 2020
Facilities Walkthrough	JULY 29, 2020
Question Submission Deadline	4:30 p.m., AUGUST 4, 2020
RFP Submission Deadline	4:30 p.m., AUGUST 13, 2020
Award of Contract	AUGUST 27, 2020
Initiation of Contract	OCTOBER 1, 2020

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Santa Maria (City) is soliciting written proposals from private contractors to perform custodial services at designated City facilities. The City encourages cost-effective ideas in the design, implementation and operational aspects of a custodial services program. The City's objective for custodial services at its facilities is to provide a level of service that will present a clean, neat, fresh, and sanitary appearance.

Proposers must respond to the information contained herein. A Pre-Proposal Site Visit is scheduled by appointment only on **July 29, 2020**, at Public Works Operations, 810 West Church Street, Santa Maria, CA 93458. All vendors interested in submitting proposals should plan to attend this Pre-Proposal Site Visit.

2.2 Term of Contract

The term of the agreement shall be two years, with the option to renew by mutual consent of both parties. The awarding of this agreement in no way guarantees or otherwise assumes the possibility of either a renewal, extension or expansion of the original two-year term and extension.

The City or the contractor may unilaterally terminate the agreement, provided that the termination is effective at the end of a calendar month and that the terminating party notifies the other party at least ninety (90) days before the effective date.

2.3 Scope of Work

A. Designated Facilities

The following facilities are to be included in the contractor's proposal. The duties are explained in more detail in the Task Schedules listed in Exhibits E-K:

1. Santa Maria Public Library, 421 South McClelland Street, Santa Maria, CA 93454
2. Orcutt Branch Library, 175 South Broadway, Orcutt, CA 93455
3. Guadalupe Branch Library, 4719 West Main Street, Suite D, Guadalupe, CA 93434
4. Waste Water Treatment Plant, 601 South Black Road, Santa Maria, CA 93454
5. Santa Maria Regional Landfill, 2065 East Main Street, Santa Maria, CA 93454
6. City Attorney/Code Compliance, 204 East Cook Street, Santa Maria, CA 93454
7. Transit Center, 400 East Boone Street, Santa Maria, CA 93454

B. Task Schedule

A detailed list of the specific buildings to be cleaned daily, weekly, monthly, semi-annually and annually is provided in Exhibit A. Special requirements for each facility will be identified on a task frequency and inspection checklist for each facility.

A task frequency and inspection checklist for each facility is provided in Exhibits E - K. Proposers should use these task schedules when determining estimated hours per task and not to exceed bid amounts

C. Award of Multiple Agreements for Separate Tasks

The City reserves the right to award separate agreements for each Task or to award a single agreement for all facilities as shall be in the best interest of the City. A copy of a draft contract/agreement has been attached.

D. Materials to Be Furnished By the Contractor

The Contractor shall furnish all cleaning materials (e.g., mops, brooms, scrub brushes, gloves, rags, sponges, etc.), cleaning agents (e.g., solutions, cleansers), washroom and lavatory supplies, such as paper towels, toilet paper and soap, and liners for wastebaskets and trash cans, labor and equipment necessary to perform the cleaning of all areas so indicated by the task schedule, in strict conformity with the cleaning standards specified. All materials, supplies and equipment used by the contractor shall be suitable for and not harmful to the surfaces on which the materials, supplies and equipment are applied and, where applicable, comfortable for personal use as determined by the discretion of the City.

The contractor will provide copies of Safety Data Sheets (SDS) for each product used by agreement personnel in each janitorial room provided by the City. Contractor assumes responsibility for any penalties imposed on the City for Contractor's failure to maintain current Safety Data Sheets. Contractor shall notify the City regarding any changes in products that would result in new SDS's being added to the janitorial rooms. The information in these SDS's shall be used to train all personnel in the use of these materials.

E. Materials to Be Furnished By The City

The City will supply to the contractor light, power, and water, as may be required, for the cleaning of the premises under the terms of the agreement. The City will provide janitor rooms for mops, etc. and a certain area, under lock and key, for the storage of the contractor's equipment and cleaning supplies and SDS's. Storage areas provided for the contractor's use shall be kept neat, clean, and well organized at all times.

F. Storage of Materials

Articles or materials to be used in the agreement shall be stored in such a manner as to insure neatness, the preservation of their quality, and to facilitate inspection.

G. Commencement of Service

The Contractor to whom award is made shall execute a written agreement with the City and provide the required insurance endorsements as specified in Section VI within

ten (10) calendar days after notice of the award has been sent by mail to the awardee at the address provided in the proposal and shall begin work within five (5) calendar days after being issued a notice to proceed. Commencement of services is expected on or around **October 1, 2020**.

H. Work Schedule

Facilities will generally be available for cleaning according to Exhibits E – K, not including holidays. All areas will be available for cleaning as posted schedule dictates.

Any work required to be done on Saturday or Sunday may be done at any time. The contractor will provide to the City's agreement coordinator, or designee, a schedule of the time each day that the contractor's personnel will be on site. Changes to the schedule shall be forwarded to the City 48 hours in advance of the change.

Those tasks, such as window washing, which need to be accomplished during daylight hours, may be scheduled for weekdays, as well as weekends. The contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operation of the City.

I. Contractor's Personnel

The contractor shall provide competent and bonded supervisory, skilled and unskilled personnel as necessary to perform all work under the agreement. All such personnel shall wear an identifying badge or uniform while on duty. Should the City advise the contractor in writing that an agent, representative, employee, or other person under the contractor's jurisdiction or supervision relative to the agreement, is for any reason objectionable, unsatisfactory, or undesirable, the contractor shall, within two weeks after receiving such written notice, remove said person from work on City premises pursuant to this Contract.

The contractor shall warrant on behalf of itself that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed.

J. Agreement Assignment and Use of Sub-Contractors

The contractor shall not assign, transfer, convey or otherwise dispose of the agreement or its right, title or interest, or its power to execute such an agreement to any individual or business entity of any kind without the previous written consent of the City. The contractor shall not employ the services of any sub-contractor in the performance of the agreement without the prior consent from the City's agreement coordinator.

K. Security of Work Sites

The contractor shall be responsible to secure each building when the contractor's personnel leave each day, including checking all windows and doors. The contractor shall obtain the necessary keys from the Public Works Operations Manager or designee for gaining access to and for securing all facilities being cleaned.

L. Safety Provisions

The contractor shall plan and conduct all work in a safe manner and shall conform to all applicable laws and regulations, particularly worker safety laws and regulations established by OSHA and CAL-OSHA. Additionally, the contractor shall comply with General Industry Safety Orders, Section 5194, in Title 8 of the California Administrative Code.

M. Schedules and Reports

The contractor shall submit, for City approval, a schedule for completion of monthly, quarterly, semi-annual and annual tasks. The submission shall indicate which week of the month and day of the week each monthly task will be accomplished and the months that quarterly, semi-annual, and annual tasks will be accomplished.

N. Inspection

The contractor and the City's agreement coordinator or designee will meet to inspect the work bi-weekly or on a more or less frequent basis, as determined by the City. Deficiencies that must be corrected will be documented in writing on Exhibits E - K. The contractor will have one week to correct any noted deficiencies, unless the City's agreement coordinator or designee, notifies the contractor that the deficiency is of an urgent nature and needs to be immediately corrected. The City reserves the right to withhold payment for services until these items have been accomplished. This paragraph is in addition to Paragraph 6.13 of the Agreement.

O. Complaints

The contractor shall respond within 24 hours to all complaints received from the office of the Public Works Operations Manager, or designee.

P. Reporting Damage and Vandalism

The contractor shall notify the City of all damage to a facility that is observed in the course of doing the work. If repairs are needed during regular business hours, the contractor shall report the problem to the Facilities Maintenance Supervisor, or designee, at 805-925-0951, extension 2229. If the repairs are after hours and considered an emergency the contractor shall contact the Santa Maria Police Department at 805-928-3781, extension 2277, 2278 or 2279. If the after hour repair does not need immediate attention, the contractor shall leave a detailed message on the voicemail of the Facilities Maintenance Supervisor, so that repairs can be made the following business day.

Q. Communications with the City

Prior to the start of work, the contractor shall provide the City with the name of the authorized representative who shall have the authority to make independent decisions and to represent and act for the contractor and who will provide daily supervision of work crews.

The contractor shall provide telephone numbers at which the representative's may be contacted during normal City business hours (Monday - Friday, 8:00 A.M. to 5:00 P.M.) and after hours for emergencies.

The City's agreement coordinator or designee, shall decide any and all questions which may arise as to the quality or acceptability of service and as to the manner of performance.

R. Changes

By mutual consent, the City and the Contractor may make alterations to the scope of work, such as the addition or deletion of facilities or reduction in the frequency of tasks. Any such changes will be set forth in an agreement amendment, which will specify the work to be done, and the basis of compensation. An agreement amendment will not become effective until it has been approved by both parties and received by the contractor.

S. Reserved.

T. Exhibit D and Rate Schedule

Contractor must complete Exhibit D for their bid to be considered responsive. The Hourly Rates as shown on Exhibit D (attached) shall be utilized by the Contractor when preparing bills for extra work and when billing on the monthly time and materials basis

U. Invoice Procedure

1. The Contractor shall present one (1) copy of a monthly invoice detailing the work and hours performed at each facility during the preceding month. Hours must be billed in increments of no greater than 1/10th of an hour. Timesheets must track actual hours worked. Actual billings may not exceed the not-to-exceed amount even if actual hours worked exceeds the estimated hours. The invoice will not be processed for payment until the Contractor has satisfactorily corrected those deficiencies noted in the bi-weekly inspection described in Section II of the attached agreement. City reserves the right to dispute bills and withhold payment. In such an event, City shall make timely payment to the Contractor of all undisputed amounts.

2. Payment shall be made once per month based on the nondisputed billable charges for the previous month.
3. The Contractor shall present an invoice and time accounting for the preceding month's services by the 17th day of the next month.

2.4 General Instructions

See Exhibit A for the list of Tasks, which are further detailed in Exhibits E-K

2.5 Competitive Selection

The successful Contractor shall be selected by the City of Santa Maria on a rational basis.

Evaluation factors outlined in Paragraph 2.6 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

Please review Section 2.11 for a description of the proposal format.

2.6 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by City of Santa Maria. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

- ***PROFESSIONAL REFERENCES*** ***50%***
- AMOUNT OF PROPOSAL 50%

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer (s).

2.7 Inquiries

Inquiries must be submitted in writing. City shall attempt to provide to all, using information submitted in proposals, material information provided to one potential proposer. Proposers rely on oral information at their own peril. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to the Facilities Maintenance Supervisor, City of Santa Maria, 810 West Church Street, Santa Maria, CA 93458.

2.8 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

2.9 Contract Incorporation

Proposer should be aware that the City of Santa Maria's attached "agreement", including its insurance requirements and all other terms and conditions, are a part of these Bidding Documents, should be considered by the Contractor in making their proposal, and shall become the actual contract document upon award. The terms and conditions defined in Section 3 of this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a proposer's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Contractor. The requirements of Request for Proposals Dated *****JULY 14, 2020*****, on file at the Department of Public Works – Operations, 810 West Church Street, Santa Maria, CA 93458, are hereby incorporated by reference.

2.10 Negotiations

The City of Santa Maria reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.11 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

- A. Letter of transmittal
- B. Table of contents
- C. Project understanding
- D. Scope of work
- E. Relevant experience with professional references
- F. **Proposed Financial Details of program, including Exhibit D. Please see specifically Paragraphs 1.21, 2.3T, 2.3U and 2.9.**

SECTION 3 - AGREEMENT

AGREEMENT
CUSTODIAL SERVICES

This agreement is made upon the date of execution, as set forth below, by, and between COMPANY NAME, A CALIFORNIA CORPORATION **OR** A CONTRACTOR, (hereinafter referred to as "Contractor"), and the City of Santa Maria, California, a Municipal Corporation, (hereinafter referred to as "City").

RECITALS

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City has determined the Project involves performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested Contractor to perform services for Project; and

WHEREAS, Contractor is registered or licensed in California to perform professional and technical services for Project.

THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.00 GENERAL PROVISIONS

The Bidding Documents for the Request for Proposals for Custodial Services are incorporated by this reference.

1.01 TIME FOR PERFORMANCE

Contractor shall commence work upon receipt of written direction to proceed from City. Contractor shall cease work upon completion of the project as determined by the Public Works Operations Manager.

Contractor shall perform the work described on Exhibit "A" at locations described in Exhibit "A." Contractor and City will use their best efforts to give reasonable notice to one another of changes to the schedule.

Contractor shall not be responsible for performance delays beyond Contractor's control as determined by the Public Works Operations Manager, and if the Public Works Operations Manager determines such delays shall extend the times for performance of the work by Contractor and if the Public Works Operations Manager determines delays to be unreasonable in length, the parties agree to negotiate towards an equitable compensation adjustment or the delays will be considered under the terms of Paragraph 5.01.

1.02 SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall determine the method, details and means of providing contractual services for CUSTODIAL SERVICES.

More specifically, Contractor agrees to perform or provide the services specified in "CONTRACTOR - SERVICES TO BE PROVIDED" attached hereto as "Exhibit B" hereby incorporated herein.

Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. City may not control, direct or supervise Contractor's assistants or employees in the performance of those services.

1.03 PAYMENT TERMS

City agrees to pay Contractor in accordance with the payment terms set forth in Exhibit "C" which is incorporated by this reference.

2.00 OBLIGATIONS OF CONTRACTOR

2.01 MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

Contractor agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

2.02 TOOLS AND INSTRUMENTALITIES

Contractor shall provide all tools and instrumentalities to perform the services under this agreement.

2.03 WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS

City and Contractor agree that Contractor is an independent contractor and agree that Contractor's employees and agents have no right to workers' compensation and other employee benefits from the City. Contractor agrees to hold harmless and indemnify City for any and all claims arising out of any claim for injury, disability, or death of any of Contractor and Contractor's employees or agents.

2.04 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or the acts or omissions of an employee, agent or subcontractor of the Contractor. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

2.05 INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed

by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract to the City.** **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion

of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

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

H. Personnel and Background Checks

Contractor shall provide City with a list of all employees who will be working on City property. City may determine that certain departments containing sensitive information and documents may only be serviced by Contractor employees who have passed background check clearance requirements to the satisfaction of the City Department.

3.00 OBLIGATIONS OF CITY

3.01 COOPERATION

City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this agreement, specifically including those duties listed in Exhibit "B", hereby incorporated.

4.00 TERMINATION OF AGREEMENT

4.01 TERMINATION ON NOTICE

The term of the agreement shall be two years, with the option to renew by mutual consent of both parties. The awarding of this agreement in no way guarantees or otherwise assumes the possibility of either a renewal, extension or expansion of the original two-year term and extension.

The City or the contractor may unilaterally terminate the agreement, provided that the termination is effective at the end of a calendar month and that the terminating party notifies the other party at least ninety (90) days before the effective date.

4.02 TERMINATION ON OCCURRENCE OF STATED EVENTS

This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of any party;
2. Sale of the business of any party;
3. Death of any party;
4. See Section 4.01;
5. End of the contract to which Contractor's services were necessary.
6. Project not approved pursuant to the California Environmental Quality Act or ended for environmental reasons.

4.03 TERMINATION BY ANY PARTY FOR DEFAULT OF ANOTHER PARTY

Should any party default in the performance of this agreement or materially breach of any of its provisions, a non-breaching party, at its option, may terminate this agreement, after providing, by written notice, a reasonable period to cure such default, not to exceed 30 days, by giving written notice of failure to cure and termination to the breaching party.

4.04 EXTENSION

This Agreement shall terminate as specified in section 4.02 unless extended as set forth in this Section. Otherwise, the City, with the agreement of Contractor, is authorized to extend the term of this Agreement beyond the termination date, as needed, under the same terms and conditions set forth in this Agreement. Any such extension shall be in writing and be an amendment to this Agreement.

5.00 SPECIAL PROVISIONS

5.01 BREACH OF CONTRACT

If Contractor materially breaches terms of this agreement, City shall, in addition to other remedies provided by law, have the following cumulative remedies:

- A. Immediately terminate the agreement with Contractor;
- B. Complete the unfinished work, under this agreement, with a different contractor; or
- C. Charge Contractor with the difference between the cost of completion of the unfinished work pursuant to this agreement and the amount that would otherwise be due Contractor, had Contractor completed the work.

5.02 NON-DISCRIMINATION

During the performance of this agreement, Contractor will not discriminate against any employee or applicant because of race, religion, creed, color, national origin, sex, age, sexual orientation or disability, whether physical or mental.

5.03 EXCLUSIVITY

All plans, specifications, reports, electronic media, records, and other design documents prepared by Contractor pursuant to this agreement shall be the property of the City; City is entitled to full and unrestricted use of such plans, specifications, reports and other design documents prepared by Contractor pursuant to this agreement; such plans, specifications, reports, and other design documents prepared by Contractor pursuant to this agreement shall be used exclusively on this project and shall not be used on any other work unless deemed necessary by the City.

5.04 RECORDS

Where the payment terms provide for compensation on a time and materials basis, Contractor shall maintain adequate records to permit inspection and audit of Contractor's time and material charges under this agreement. Contractor shall make such records available to City. Once the City receives records, they may become public records unless exempted by law. Such records shall be maintained by Contractor for three years following completion of the work under his agreement.

5.05 CONFIDENTIALITY

City and Contractor agree that until final approval by City, all data, plans, specifications, reports and other documents are confidential to the extent permitted by law as interpreted by the City Attorney and will not be released to third parties without the prior written consent of both parties, unless disclosure is required by law, as determined by the City Attorney.

5.06 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Public Works Operations Manager for the City of Santa Maria that such work is not covered by the terms of this agreement. Extra work shall be paid for on a time and material basis at the rates established in Exhibit "D" of this agreement.

5.07 CONFLICT OF INTEREST

CONTRACTOR will comply with all conflicts of interest laws and regulations including, without limitation, the CITY'S Conflict of interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of CONTRACTOR who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the CONTRACTOR or CONTRACTOR'S FIRM to notify that City of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of CONTRACTOR (S), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of CONTRACTOR, except as indicated in Subsection B.

Initials

- B. In accomplishing the scope of services of this agreement, CONTRACTOR T(S) will be performing a specialized or general service for the CITY, and there is substantial likelihood that the CONTRACTOR'S work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following CONTRACTOR (S) shall be subject to Disclosure Category "1" of the CITY'S Conflict of Interest Code.

6.00 MISCELLANEOUS

6.01 REMEDIES

The remedies set forth in this agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 NO WAIVER

The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.03 ASSIGNMENT

This agreement is specifically not assignable by Contractor to any person or entity. Any assignment or attempt to assign by Contractor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement giving rise to a right to terminate as set forth in Section 4.03.

6.04 TIME FOR PERFORMANCE

Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, not in the control of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall excuse the prompt payment by either party as required by this agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.05 NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

	<u>PARTY</u>	<u>ADDRESS</u>
A.	XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX
B.	Marvin Maggio City of Santa Maria	810 West Church Street Santa Maria, CA 93458

6.06 GOVERNING LAW

This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time any decision or holding concerning this agreement arises.

6.07 BINDING EFFECT

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as a consent by City to any assignment of this agreement or any interest in this agreement.

6.08 INTEGRATION CLAUSE

This agreement (including any original counterparts executed by the parties) constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

6.09 TIME

Time is expressly declared to be of the essence of this agreement.

6.10 DUE AUTHORITY

The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.11 CONSTRUCTION

The parties agree that each party and counsel have reviewed and negotiated this agreement and that any rule of construction to effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.12 AMENDMENTS

Amendments to this agreement shall be made only with the mutual written consent of all of the parties to this agreement.

6.13 PENALTIES

A. City may inspect daily the Contractor's work using prescribed forms to record performance. The Director of Public Works, or designee, has the authority and responsibility to point out to the Contractor any incomplete or defective work.

B. City shall have the right to impose monetary penalties on the Contractor for tasks not completed during the normal work period and for which complaints from City employees have been received.

C. City will take a credit on the Contractor's monthly invoice in the amount of \$100.00 per incident. This credit is intended to offset City's costs to investigate, track and report these incidents, to deter future substandard work, and to prevent termination for minor breaches.

D. An insufficient number of personnel on Contractor's staff or insufficiently estimated hours in Contractor's response to the request for proposals shall not be an acceptable excuse/cause to waive penalties.

E. Failure to satisfactorily perform the quality of work required under this Contract shall be accepted as evidence that the Contractor's work force is too small or that supervision is inadequate. In either case, immediate corrective measures shall be made upon notice from City.

F. In the event that reports of incomplete or defective work become too numerous, in City's discretion, the City may provide notice to Contractor, in writing, that it is increasing the Penalty amount. City shall provide 5 business days' notice prior to issuing any fine of the new

amount. The increase in the fine amount shall be in the discretion of the Director of Public Works.

G. The issuance of a penalty shall not be deemed an exclusive remedy and City shall maintain all other remedies available by law or equity despite the issuance of a penalty to Contractor.

Executed on _____, 2020, at the Department of Public Works, City of Santa Maria.

NAME of COMPANY

CITY OF SANTA MARIA, a political subdivision of the State of California

Name
Position Title

Kevin P. McCune, P.E.
Director of Public Works/City Engineer

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

CONTRACT - SERVICES TO BE PROVIDED

Phase I shall consist of -7- tasks. Required tasks and schedules are subject to change at City discretion.

TASK 1: **CUSTODIAL SERVICES FOR SANTA MARIA LIBRARY**

See Exhibit E for tasks and schedules to be performed at this location:

SANTA MARIA PUBLIC LIBRARY 421 S. MCCLELLAND ST.
SANTA MARIA, CA 93454

TASK 2: **CUSTODIAL SERVICES FOR ORCUTT LIBRARY**

See Exhibit F for tasks and schedules to be performed at this location:

ORCUTT BRANCH LIBRARY, 175 S. BROADWAY
ORCUTT, CA 93455

TASK 3: **CUSTODIAL SERVICES FOR GUADALUPE LIBRARY**

See Exhibit G for tasks and schedules to be performed at this location:

GUADALUPE BRANCH LIBRARY, 4719 W. MAIN ST., SUITE D
GUADALUPE, CA 93434

TASK 4: **CUSTODIAL SERVICES**

See Exhibit H for tasks and schedules to be performed at this location:

WASTE WATER TREATMENT PLANT, 601 S. BLACK RD.
SANTA MARIA, CA 93454

TASK 5: **CUSTODIAL SERVICES**

See Exhibit I for tasks and schedules to be performed at this location:

SANTA MARIA REGIONAL LANDFILL, 2065 E. MAIN ST.
SANTA MARIA, CA 93454

TASK 6: **CUSTODIAL SERVICES**

See Exhibit J for tasks and schedules to be performed at this location:

CITY ATTORNEY/CODE ENFORCEMENT, 204 E. COOK ST.
SANTA MARIA, CA 93454

TASK 7: **CUSTODIAL SERVICES**

See Exhibit K for tasks and schedules to be performed at this location:

TRANSIT CENTER, 400 E. BOONE ST.
SANTA MARIA, CA 93454

EXHIBIT "B"

CITY - SERVICES TO BE PROVIDED

1. The City will supply to the contractor light, power, and water, as may be required, for the cleaning of the premises under the terms of the agreement. The City will provide janitor rooms for mops, etc. and a certain area, under lock and key, for the storage of the contractor's equipment and cleaning supplies. Storage areas provided for the contractor's use shall be kept neat, clean, and well organized at all times.

EXHIBIT "C"

I. Progress Authorization

Written authorization to proceed from the City authorizes the Contractor to generate the not-to-exceed cost of **XX DOLLARS (\$_____)** in fees for all Tasks I, through V based on the rate schedule. Task cost will be as follows:

Task 1: Santa Maria Public Library	\$
Task 2: Orcutt Branch Library	\$
Task 3: Guadalupe Branch Library	\$
Task 4: Waste Water Treatment Plant	\$
Task 5: Santa Maria Regional Landfill	\$
Task 6: City Attorney/Code Enforcement	\$
Task 7: Transit Center	\$

Total Not-To-Exceed Cost: \$

II. Rate Schedule

Rates as shown on Exhibit "D" (attached) shall be utilized by the Contractor when preparing bills for submittal. Where services for a particular department are altered during the term of this agreement at that departments discretion, a new fee shall be established (whether increased or decreased) based on the Contractor's rate sheet and the updated tasks. Where work is added which is not on the Contractor's rate sheet, a new fee shall be negotiated.

III. Invoice procedure.

- A. Payment shall be made once per month based on the billable charges for the previous month.
- B. The Contractor shall present bills for the previous month's charges by the second day of the month.
- C. Contractor's bills shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors and other direct costs incurred.

IV. Maximum billable amounts

Under no circumstance shall the payment for any task exceed the not to exceed amount for that Task regardless of hours required to complete the task.

EXHIBIT "D"
 CONTRACTOR - FEE SCHEDULE
Refer to Sections 1.12, 2.11

Task	Exhibit	Hours Per Month	Monthly Total (\$) Not to Exceed
1. Santa Maria Public Library	E		
2. Orcutt Branch Library	F		
3. Guadalupe Branch Library	G		
4. Waste Water Treatment Plant	H		
5. Santa Maria Regional Landfill	I		
6. City Attorney/Code Enforcement	J		
7. Transit Center	K		

EXTRA WORK AND PERSONNEL CHARGES – TBD

Steam Clean/Extraction	
1000 sq. ft. or less will be at the rate of	\$ _____ per sq. foot
Over 1000 sq. ft.	\$ _____ per sq. foot
Extra Work Hourly Rate	
On Call Labor	\$ _____ per hour

EXHIBIT "E"

Facility: Santa Maria Public Library

Date: _____

Location: 421 S. McClelland St., Santa Maria, CA 93454

Hours Available : 9:30 p.m. to 7:00 a.m. Mon.-Thurs. And
From 6:30 p.m. to 7:00 a.m. Fri.-Sun

Inspector: _____

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans	Empty Clean Sanitize	D2,3,4,5,7 W M			
Water dispensers/fountains	Clean Sanitize	D1,2,3,4,5,6, 7 W			
Glass - Entrances - Doors - Interior panels - Lower Windows - All Windows Exterior	Clean Clean Clean Clean Clean	D1,2,3,4,5,7 D2,3,4,5,7 W SA SA			
Floors - Vinyl or Rubber - Carpet - Door mats - Lobby floors	Dust/Wet mop Machine buff Vacuum edges Spray buff Clean wax build up Strip and wax Vacuum Spot clean Vacuum Spot clean Clean and shampoo Dust/Wet mop	D2,3,4,5,6,7 M W M M SA D2,3,4,5,7 D2,3,4,5,7 D2,3,4,5,7 D2,3,4,5,7 M D1,2,3,4,5,6,7			
Baseboards	Clean	W			
Window ledges	Vacuum and clean	M			
Doors, jambs, knobs	Clean	D2,3,4,5,7			
Switch plates	Clean	D2,3,4,5,7			
Interior walls	Clean	D2,3,4,5,7			
Blinds	Dust and clean	Q			
Chairs	Dust, clean, polish	W			
Counters	Dust, clean	D2,3,4,5,7			
Exposed filing cabinets, bookcases, shelves	Dust, clean	W			
Ceilings - Vent diffusers - Light diffusers	Remove cobwebs Clean Clean	M SA Y			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Rest Rooms - Paper and soap dispensers - Floors - Toilets, urinals, sinks, mirrors - Walls and partitions - Bright metals - Trash and sanitary containers	Stock Dust/Wet mop Buff Clean and sanitize Clean and sanitize Polish Empty Clean and sanitize	D1,2,3,4,5,6,7 D1,2,3,4,5,6,7 M D1,2,3,4,5,6,7 D1,2,3,4,5,6,7 W D D			
Lounges, kitchen areas - Tables, chairs, countertops, sinks - Trash containers - Appliances – Shepard Hall Kitchen Only Inside Outside	Clean Sanitize Empty Sanitize Clean and sanitize Clean	D2,3,4,5,7 W D2,3,4,5,7 W SA M			

Special Provisions: _____

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

Q = Quarterly (91 day intervals)

Y = Yearly (365 day intervals)

W = Weekly (7 day intervals)

M = Monthly (30 day intervals)

SA = Semi-annual (182 day interval)

NOTE: Carpet cleaning, Steam clean/extraction shall be considered (Extra Work). Rates detailed on Exhibit "D" of the Agreement.

EXHIBIT "F"

Facility: Orcutt Branch Library

Date: _____

Location: 175 S. Broadway, Orcutt, CA 93455

Hours Available: From 8:00 p.m. - 8:00 a.m. Daily

Inspector: _____

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans	Empty Clean Sanitize	W M SA			
Water dispensers/fountains	Clean Sanitize	W W			
Glass					
- Entrances	Clean	W			
- Doors	Clean	W			
- Interior panels and windows	Clean	S/A			
- Windows and screens	Clean	N/A			
Floors					
- Vinyl or linoleum	Dust/Wet mop Machine buff Vacuum edges Spray buff Clean wax build up Strip and wax	W N/A M N/A N/A N/A			
- Carpet	Vacuum Spot clean	W W			
- Door mats	Vacuum Spot clean Clean and shampoo	W W Q			
- Exterior building entrance	Clean/maintain	N/A			
Baseboards	Clean	Q			
Window ledges	Vacuum and clean	M			
Doors, jambs, knobs	Clean	W			
Switch plates	Clean	W			
Interior walls	Clean	N/A			
Blinds	Dust and clean	Q			
Chairs	Dust, clean, polish	S/A			
Counters	Dust, clean	W			
Exposed filing cabinets, bookcases, shelves	Dust, clean	W			
Ceilings					
- Vent diffusers	Remove cobwebs Clean	W M			
- Light diffusers	Clean	N/A			
Rest Rooms					
- Paper and soap dispensers	Stock	W			
- Floors	Dust/Wet mop	W			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
- Toilets, urinals, sinks, mirrors - Bright metals - Trash and sanitary containers	Clean and sanitize Clean and sanitize Polish Empty Clean and sanitize	W W M W W			
Lounges, kitchen areas - Tables, chairs, countertops, sinks - Trash containers - Appliances Inside Outside	Clean Sanitize Empty Sanitize Clean and sanitize Clean	W W W W SA M			

Special Provisions: _____

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

Q = Quarterly (91 day intervals)

Y = Yearly (365 day intervals)

W = Weekly (7 day intervals)

M = Monthly (30 day intervals)

SA = Semi-annual (182 day interval)

NOTE: Carpet cleaning, Steam clean/extraction shall be considered (Extra Work). Rates detailed on Exhibit "D" of the Agreement.

EXHIBIT "G"

Facility : Guadalupe Branch Library
 Location: 4719 W. Main St., Guadalupe, CA 93434
 Hours Available : from 7:30 p.m. Thurs. - 11:00 a.m. Sat. or
6:00 p.m. Sat. – 9:00 a.m. Mon.

Date: _____
 Inspector: _____

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans	Empty Clean Sanitize	W M SA			
Water dispensers/fountains	Clean Sanitize	N/A N/A			
Glass - Entrances - Doors - Interior panels - Windows and screens	Clean Clean Clean Clean	W W N/A SA			
Floors - Vinyl or linoleum	Dust/Wet mop Machine buff Vacuum edges Spray buff Clean wax build up Strip and wax	W Q Q Q Q Y			
- Carpet	Vacuum Spot clean	W W			
- Door mats	Vacuum Spot clean Clean and shampoo	W W N/A			
- Exterior building entrance	Clean/maintain	W			
Baseboards	Clean	Q			
Window ledges	Vacuum and clean	M			
Doors, jambs, knobs	Clean	W			
Switch plates	Clean	W			
Interior walls	Clean	N/A			
Blinds	Dust and clean	Q			
Chairs	Dust, clean, polish	SA			
Counters	Dust, clean	W			
Exposed filing cabinets, bookcases, shelves	Dust, clean	W			
Ceilings - Vent diffusers - Light diffusers	Remove cobwebs Clean Clean	W N/A N/A			
Rest Rooms - Paper and soap dispensers - Floors	Stock Dust/Wet mop Buff Strip, wax	W W M SA			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
- Toilets, urinals, sinks, mirrors	Clean and sanitize	W			
- Walls and partitions	Clean and sanitize	W			
- Bright metals	Polish	SA			
- Trash and sanitary containers	Empty	W			
	Clean and sanitize	W			
- Trash containers	Empty	W			
	Sanitize	W			

Special Provisions: _____

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

W = Weekly (7 day intervals)
M = Monthly (30 day intervals)
SA = Semi-annual (182 day interval)

Q = Quarterly (91 day intervals)

Y = Yearly (365 day intervals)

NOTE: Carpet cleaning, Steam clean/extraction shall be considered (Extra Work). Rates detailed on Exhibit "D" of the Agreement.

EXHIBIT "H"

Facility: Waste Water Treatment Plant

Date: _____

Location: 601 S. Black Rd., Santa Maria, CA 93454

Hours Available: 6:00 p.m. to 6:00 a.m. Mon. - Fri.

Inspector: _____

Also Sat. and Sun.

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans	Empty Clean Sanitize	D2,4,6 W M			
Water dispensers/fountains	Clean Sanitize	D2,4,6 D2,4,6			
Glass - Entrances - Doors - Interior panels - Windows and screens	Clean Clean Clean Clean	D2,4,6 W W M			
Floors - Vinyl or linoleum	Dust/Wet mop Machine buff Vacuum edges Spray buff Clean wax build up Strip and wax	D2,4,6 M M M Q SA			
- Carpet	Vacuum Spot clean	D2,4,6 M			
- Exterior building entrance	Clean/maintain	D2,4,6			
Baseboards	Clean	W			
Window ledges	Vacuum and clean	W			
Doors, jambs, knobs	Clean	W			
Switch plates	Clean	W			
Interior walls	Clean	W			
Blinds	Dust and clean	M			
Chairs	Dust, clean, polish	M			
Counters	Dust, clean	D2,4,6			
Exposed filing cabinets, bookcases, shelves	Dust, clean	D2,4,6			
Ceilings - Vent diffusers - Light diffusers	Remove cobwebs Clean Clean	W SA Q			
Rest Rooms - Paper and soap dispensers - Floors	Stock Dust/Wet mop Buff Strip, wax	D2,4,6 D2,4,6 M SA			
- Toilets, urinals, sinks, mirrors - Walls and partitions - Bright metals	Clean and sanitize Clean and sanitize Polish	D2,4,6 W SA			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
- Trash and sanitary containers	Empty Clean and sanitize	D2,4,6 W			
Lounges, kitchen areas - Tables, chairs, countertops, sinks	Clean Sanitize	D2,4,6 D2,4,6			
- Trash containers	Empty Sanitize	D2,4,6 M			
- Appliances Inside	Clean and sanitize	Q			
Outside	Clean	M			

Special Provisions: _____ Includes both office buildings.

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

Q = Quarterly (91 day intervals)
Y = Yearly (365 day intervals)

W = Weekly (7 day intervals)

M = Monthly (30 day intervals)

SA = Semi-annual (182 day interval)

NOTE: Carpet cleaning, Steam clean/extraction shall be considered (Extra Work). Rates detailed on Exhibit "D" of the Agreement.

EXHIBIT "I"

Facility: Santa Maria Regional Landfill
 Location: 2065 E. Main St., Santa Maria, CA 93454
 Hours Available : 6:00 p.m. to 7:00 a.m. Mon.- Fri.

Date: _____
 Inspector: _____

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans	Empty Clean Sanitize	D2,4,6 D2,4,6 M			
Outside ashtrays	Empty Clean	D2,4,6 D2,4,6			
Water dispensers/fountains	Clean Sanitize	D2,4,6 W			
Glass					
- Entrances	Clean	D2,4,6			
- Doors	Clean	D2,4,6			
- Interior panels	Clean	W			
- Windows and screens	Clean	M			
Floors					
- Vinyl or linoleum	Dust/Wet mop Machine buff Vacuum edges Spray buff Clean wax build up Strip and wax	D2,4,6 M M M M SA			
- Carpet	Vacuum Spot clean Steam clean	D2,4,6 D2,4,6 SA			
- Exterior building entrance	Clean/maintain	W			
Baseboards	Clean	M			
Window ledges	Vacuum and clean	SA			
Doors, jambs, knobs	Clean	D2,4,6			
Switch plates	Clean	D2,4,6			
Interior walls	Clean	D2,4,6			
Blinds	Dust and clean	Q			
Chairs	Dust, clean, polish	SA			
Counters	Dust, clean	D2,4,6			
Exposed filing cabinets, bookcases, shelves	Dust, clean	M			
Ceilings					
- Vent diffusers	Remove cobwebs Clean	M Y			
- Light diffusers	Clean	Y			
Rest Rooms					
- Paper and soap dispensers	Stock	D2,4,6			
- Floors	Dust/Wet mop Buff Strip, wax	D2,4,6 M SA			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
- Toilets, urinals, sinks, mirrors - Walls and partitions - Bright metals - Trash and sanitary containers	Clean and sanitize Clean and sanitize Clean and sanitize Polish Empty Clean and sanitize	D2,4,6 W W M D2,4,6 W			
Lounges, kitchen areas - Tables, chairs, countertops, sinks - Trash containers - Appliances Inside Outside	Clean Sanitize Empty Sanitize Clean and sanitize Clean	D2,4,6 W D2,4,6 W M M			

Special Provisions: Scale House included.

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

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M = Monthly (30 day intervals)

SA = Semi-annual (182 day interval)

EXHIBIT "J"

Facility: City Attorney/Code Enforcement
 Location: 204 East Cook St., Santa Maria, CA 93454
 Hours Available: 8:00 p.m. to 7:00 a.m. Mon.- Fri.

Date: _____
 Inspector: _____

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans (including trash can in the back outside)	Empty Clean Sanitize	D4,6 D4,6 M			
Glass					
- Entrances	Clean	D4,6			
-	Clean	M			
- Interior panels	Clean	M			
- Windows and screens					
Floors					
- Vinyl or linoleum	Dust/Wet mop	W			
	Machine buff	M			
	Vacuum edges	M			
	Spray buff	M			
	Clean wax build up	M			
	Strip and wax	SA			
- Carpet	Vacuum	D4,6			
	Spot clean	D4,6			
	Steam clean	SA			
- Exterior building entrance	Clean/maintain	W			
Baseboards	Clean	M			
Window ledges	Vacuum and clean	Q			
Doors, jambs, knobs	Clean	W			
Switch plates	Clean	W			
Interior walls	Clean	W			
Blinds	Dust and clean	Q			
Chairs	Dust, clean, polish	SA			
Counters	Dust, clean	D4,6			
Exposed filing cabinets, bookcases, shelves	Dust, clean	M			
Ceilings	Remove cobwebs	M			
- Vent diffusers	Clean	Y			
- Light diffusers	Clean	N/A			
Rest Rooms					
- Paper and soap dispensers	Stock	D4,6			
- Floors	Dust/Wet mop	W			
	Buff	M			
	Strip, wax	SA			
- Toilets, urinals, sinks, mirrors	Clean and sanitize	D4,6			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
- Walls - Bright metals	Clean and sanitize Clean and sanitize Polish	M D4,6 M			
- Trash and sanitary containers	Empty Clean and sanitize	D4,6 W			

Special Provisions: _____

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

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W = Weekly (7 day intervals)
M = Monthly (30 day intervals)
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EXHIBIT "K"

Facility: Transit Center

Date: _____

Location: 400 East Boone St., Santa Maria, CA 93454

Hours Available: 10:00 p.m. to 7:00 a.m. Mon.- Sat.

Inspector: _____

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
Wastebaskets, trash cans	Empty Clean Sanitize	D2,3,4,5,6,7 D2,3,4,5,6,7 M			
Outside ashtrays	Empty Clean	D2,3,4,5,6,7 D2,3,4,5,6,7			
Water dispensers/fountains	Clean Sanitize	D2,3,4,5,6,7 W			
Glass					
- Entrances	Clean	D2,4,6			
- Doors	Clean	D2,4,6			
- Interior panels	Clean	N/A			
- Windows and screens	Clean	M			
Floors					
- Vinyl or linoleum	Dust/Wet mop Machine buff Vacuum edges Spray buff Clean wax build up Strip and wax	N/A N/A N/A N/A N/A N/A			
- Carpet	Vacuum Spot clean Steam clean	N/A N/A N/A			
- Exterior building entrance	Clean/maintain	W			
-Interior concrete flooring	Clean/maintain	D2,3,4,5,6,7			
Baseboards	Clean	N/A			
Window ledges	Vacuum and clean	N/A			
Doors, jambs, knobs	Clean	D2,4,6			
Switch plates	Clean	D2,4,6			
Interior walls	Clean	D2,4,6			
Blinds	Dust and clean	N/A			
Chairs	Dust, clean, polish	SA			
Counters	Dust, clean	D2,4,6			
Exposed filing cabinets, bookcases, shelves	Dust, clean	N/A			
Ceilings					
- Vent diffusers	Remove cobwebs Clean	M Q			
- Light diffusers	Clean	Q			
Rest Rooms					
- Paper and soap dispensers	Stock	D2,3,4,5,6,7			
- Floors	Dust/Wet mop	D2,3,4,5,6,7			

CUSTODIAL TASKS AND FREQUENCY			Inspection Checklist		
		Freq.	Good	Fair	Poor
	Buff	N/A			
	Strip, wax	N/A			
- Toilets, urinals, sinks, mirrors	Clean and sanitize	D2,3,4,5,6,7			
- Walls and partitions	Clean and sanitize	D2,3,4,5,6,7			
- Bright metals	Clean and sanitize	W			
	Polish	M			
- Trash and sanitary containers	Empty	D2,3,4,5,6,7			
	Clean and sanitize	W			

Special Provisions: _____

Comments: _____

Work Frequency Codes:

D(1-7) = Task to be performed on the
Indicated day (Sun.D1, Mon.D2, Tue.D3
Wed.D4, Thur.D5, Fri.D6, Sat.D7)

Q = Quarterly (91 day intervals)

Y = Yearly (365 day intervals)

W = Weekly (7 day intervals)

M = Monthly (30 day intervals)

SA = Semi-annual (182 day interval)