



CITY OF ORANGE

NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
SPECIAL PROVISIONS

FOR

Proposal No. 190-24

CUSTODIAL SERVICES FOR CITY FACILITIES and CITY PARKS

ALL PROPOSALS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE PROPOSAL DUE DATE. ANY PROPOSALS RECEIVED AFTER THE DUE DATE/TIME STATED ABOVE WILL BE RETURNED TO THE PROPOSERS UNOPENED.

PROPOSALS DUE: 2:00 p.m., Thursday – March 5, 2020
PLACE: City Clerk's Office, City of Orange – 300 E. Chapman Ave.
PLANS & SPECS AVAILABLE AT: City Clerk's Office – 300 E. Chapman Ave., Orange, CA 92866
PROPOSAL INQUIRIES: (714) 744-2254 – City Facilities (Specifications)
(714) 532-6464- City Parks (Specifications)

Attachment No. 1: City Facilities Scope of Work and Custodial Specifications
Attachment No. 2: City Parks Scope of Work and Custodial Specifications
Attachment No. 3: Fee Schedule
Attachment No. 4: Form of Contract Agreement

GENERAL

PROPOSAL INQUIRIES, INSTRUCTIONS AND QUESTIONS

The City representatives from whom proposers will receive instructions:

City Facilities
Matthew Lorenzen
714-532-6480

City Parks
Don Equitz
714-532-6464

Questions regarding this Notice Inviting Proposals should be directed only to Mr. Matthew Lorenzen and Mr. Don Equitz. Do not contact any other City employees or officials regarding this Notice Inviting Proposals. If any person or firm contemplating the submittal of a proposal in response to this Notice Inviting Proposals is in doubt as to the true meaning of any part of this Notice Inviting Proposals, he/she/it may submit to Mr. Lorenzen and Mr. Equitz a written request for an interpretation or correction thereof. Any interpretation or correction of any part of this Notice Inviting Proposals will be made only by addendum, duly issued by Mr. Lorenzen and Mr. Equitz. Copies of such addenda will be posted to the City of Orange website: www.cityoforange.org.

A mandatory pre-bidders meeting and job walk is scheduled for Wednesday, February 19, 2020 at 9:00 a.m., meeting at City Hall-Conference Room C, 300 E. Chapman Ave., Orange, CA 92866.

COMPLETE CONTRACT

This Notice Inviting Proposal, together with the proposal submitted by the selected contractor, the signature page, Instructions to Proposers, General Conditions, Special Conditions, Cost Proposal Section, Addenda, and when required, Contractor's Bond shall become the Contract upon its acceptance by the City Council on behalf of the City of Orange. Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City of Orange Municipal Code, and all applicable Federal, State and City, rules and regulations.

SERVICES TO BE PROVIDED BY THE CONTRACTOR

Each proposer shall, upon submission of a proposal hereunder, be bound to furnish the goods and services herein specified according to the terms and conditions as set forth herein, upon acceptance by the City Council.

AMOUNT TO BE PAID

The City intends to enter into two separate Agreements. The term for each agreement will be for three years with up to one, two-year extension (per agreement) at the discretion of the City.

The City shall pay the selected Contractor for the work and services in the manner described in the paragraph entitled "CONTRACT PAYMENT" as stated below.

PROPOSAL INSTRUCTIONS

The proposal shall submit all forms as required by this Proposal. Proposals shall be enclosed in a sealed envelope, showing the Proposal No. in the upper left corner, and addressed to the City of Orange. Proposals must be signed by an individual (or individuals) authorized to execute legal documents on behalf of the applicant. Faxed or e-mailed proposals are not acceptable and will not be considered. Proposals received after this deadline will not be considered.

The Fee Schedule, Attachment 3, must be submitted in a separate sealed envelope. Proposers who fail to observe this instruction will be disqualified.

SIGNATURES ON PROPOSAL; PROOF OF AUTHORITY

- a) If the proposal is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, **AND** (ii) the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer, on the other hand. If the proposal is submitted by a corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the proposal for and on behalf of the corporation.
- b) If the proposal is submitted by a sole proprietorship, the owner's signature is acceptable.
- c) If the proposal is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the proposal.
- d) If the proposal is submitted by a limited liability company and such company operates through officers, it must be signed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, **AND** any secretary, assistant secretary, the chief financial officers or any assistant treasurer.
- e) If the proposal is submitted by a limited liability company that operates through a manager or managers, it must be signed by at least two such managers or by one manager if the limited liability company operates with the existence of only one manager.
- f) Proposals may be rejected if the proper documentation is not provided.
- g) **All proposals must be signed.**

TERM OF CONTRACT

The City intends to enter into two separate agreements; one for city facilities and another for city parks. Each agreement term will be for three years with one, two-year extension, at the direction of the City. The initial term of the contracts to be awarded pursuant to this solicitation for proposals will be three (3) years, commencing July 1, 2020 and expiring on the last day of June, 2023 (the "Expiration Date"). The City will have the right to extend the term of the contract for the following extensions and upon the following terms:

- Extension (the "First Extension Term") commencing on July 1, 2023 and terminating on June 30, 2025);

The City shall give written notice to the Contractor of the City's intention to exercise each Extension (if at all) no later than thirty (30) days prior to the end of the Expiration Date or the then expiring Extension; provided, however, that the City's notice of its intention to extend the term of the Contract for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that the City is required to give its notice of intention to extend the term of the Contract not later than thirty (30) days prior to the date that the initial term or then current Extension would otherwise end, it is possible that the City Council's approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, the Contract shall terminate and be of no further force and effect as of the expiration of the initial term or the then current Extension. Moreover, in the event the City gives the Contractor written notice exercising an Extension and the City Council fails to appropriate funds sufficient to pay the amount of compensation for the Extension in question after the Contractor has performed services under the Extension, the Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Contract.

If the City exercises its option to extend the term of the Contract for the First Extension Term, increases based upon Consumer Price Index ("CPI") shall commence with as follows. If, following the City's exercise of its option to extend the term of this Agreement for the First Extension Term and, the Base Compensation payable to the Contractor under the Contract shall be increased on the commencement date of the First Extension Term to the lesser of: (1) the product obtained by multiplying the monthly compensation payable to the Contractor for the month prior to the Expiration Date or the then expiring Extension by the quotient obtained by dividing the Consumer Price Index ("CPI") for November, 2023 into the CPI for the calendar month two (2) months before the Extension in question; or (2) two percent (2%). In no event shall the Base Compensation payable to the Contractor for the First Extension Term ever be less than the Base Compensation payable immediately preceding the First Extension Term. In no event shall the increase for the First Extension Term be greater than two percent (2%). The term "Consumer Price Index" or "CPI" means the Consumer Price Index for all Urban Consumers (All Items) as published by the United

States Department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange Counties metropolitan area.

REQUIREMENTS UNDER DISPLACED JANITOR OPPORTUNITY ACT

Pursuant to the Displaced Janitor Opportunity Act (commencing with Section 1060-1065 of the California Labor Code and herein referred to as the "Act"), the contractor selected by the City and any subcontractor used for the performance of the contract with the City are required to take certain action as a result of the award of the contract. The purpose of this provision of the Notice Inviting Proposals is to outline most of those requirements.

Ultimate Maintenance Services (who, together with any subcontractors retained by Ultimate Maintenance Services to perform the janitorial or building maintenance services for the city facilities, shall be referred to herein collectively as "Ultimate") and Merchants Building Maintenance (who, together with any subcontractors retained by Merchants Building Maintenance to perform the janitorial or building maintenance services for the city parks, shall be referred to herein collectively as "Merchants") and are the companies the City presently has under contract to provide the same services to the City that are the subject of this Notice Inviting Proposals.

Ultimate and Merchants are required to comply with California Labor Code Section 1060-1065. Providing the required records of all current on site custodial staff per subject Labor Codes. Since Ultimate and Merchants contract will be terminated by the City effective with the date that the contractor selected by the City pursuant to this Notice Inviting Proposals commences work under contract for the City.

Mr. Paul Marmol, President of Operations, is the contact person for Ultimate and can be reached at the following address and telephone number:

Ultimate Maintenance Services, Inc
4237 W. Redondo Beach Blvd.
Lawndale, CA 90260

Telephone No.: 310-542-1474 ext. 17

Mr. George Rodriguez, Branch Manager, is the contact person for Merchants Building Maintenance and can be reached at the following address and telephone number:

Merchants Building Maintenance, Inc.
1639 E. Edinger Ave. Ste. C
Santa Ana, CA 92705

Office: 714-973-9272

INSTRUCTIONS TO PROPOSERS FOR PROPOSAL NO. 190-24

PREPARATION OF PROPOSAL

The preparation of the proposal, including visits to the site prior to submittal of the proposal, shall be at the expense of the Proposers. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the proposal and shall be disregarded by the City. Any changes or corrections in the proposal must be initialed in ink by the person signing the proposal. Proposers shall state brand name or make of each proposal item. If proposing an alternative to the item as described, the manufacturer's name and catalog number must be given. Proposers shall also attach specifications and furnish other data to establish the suitability of the substitute item. Proposers shall quote separately on each item, and prices should be stated and the unit specified. Each Proposer shall quote its lowest price and best delivery date as no changes are permitted after receipt of proposals. Cash discounts offered for payment within 14 days or less will not be considered when evaluating proposals. No telephonic or telegraphic proposals are acceptable.

EXAMINATION OF PROPOSAL

Each Proposer is responsible for examining this Notice Inviting Proposals and submitting its proposal complete and in conformance with these instructions.

CONDITIONS OF SITE/WORK

Each Proposer shall carefully examine the documents and project site(s) to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

DISCREPANCIES IN PROPOSAL DOCUMENTS

Should each Proposer find discrepancies in, or omissions from this Notice Inviting, or if the intent of the invitation is not clear, and if provisions of the Specifications restrict Proposers from proposing, he may request in writing that the deficiency(s) be modified. Such request must be received by Mr. Lorenzen at mlorenzen@cityoforange.org AND Mr. Equitz dequitz@cityoforange.org by Tuesday, March 25, 2020 at 2:00 p.m. All Proposers will be notified by Addendum of any approved changes in the Notice Inviting Proposal documents.

ORAL STATEMENTS

The City of Orange is not responsible for oral statements made by any of their employees or agents concerning this Invitation to Proposal. If a Proposer requires specific information, it must request that it be supplied in writing by the City of Orange.

CONTRACT PAYMENT

The Contractor will be paid monthly for satisfactory work performed under the Contract. On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Contract for work performed in the prior month. Invoices should be submitted within 30 day of completion of work.

- a) This invoice shall be in accordance with the contract unit prices and shall become the basis for payment.
- b) This invoice shall be subject to review and approval by the City's Representative.
- c) All submitted invoices shall be paid within thirty (30) days of approval by the City.
- d) Any charges in the invoice not approved by the City's Representative shall not be paid by the City.

AWARD OF CONTRACT

The award of contract, if awarded, will be to the most qualified proposal that complies with all requirements of this Notice Inviting Proposals. The award of contract, if made, shall be made within ninety (90) days after the opening of the proposals.

Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract substantially in the form attached hereto as Attachment No. 4 with such changes therein as the City's Attorney may deem necessary and appropriate. Proposers responding to this Notice Inviting Proposals are strongly advised to review all of the terms and conditions of the contract attached hereto and will be held to comply with all of such terms and conditions.

CERTIFICATE OF INSURANCE

Proof of insurance is not required to be submitted with your proposal but will be required prior to the City's award of the contract in accordance with the terms of the written contract attached hereto as Attachment No. 4.

QUALIFICATIONS OF PROPOSERS

Contractors shall have at least 5 years of municipal custodial services experience serving a park system with no less than 15 parks and facilities. Contractors must be able to provide two qualified account managers for this contract, each with at least four years of managing municipal custodial contracts of parks and facilities.

Any proposer who can prove to be a responsible proposer may submit a proposal for consideration. Each proposer must satisfy the City of its ability to perform the services required, as set forth in the Scope of Work attached hereto as Attachment No. 1. All proposers must demonstrate and document a history of timely and satisfactory performance of similar work in a manner which addresses the stated evaluation criteria. Each proposer shall be entirely responsible for the accuracy of the information supplied concerning references.

In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar work or litigation by the proposer on previous contracts when evaluating a contractor.

It should be noted, however, that the contract will be awarded to the proposer most qualified based upon the Evaluation Process and Criteria listed below; provided that such a proposer successfully meets all of the other criteria identified in this Notice Inviting Proposals. The City reserves the right to reject any and all proposals and any item or items therein, and to waive any non-conformity of proposals with this Notice Inviting Proposals, whether of a technical or substantive nature, as the interest of the City may require.

SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this Notice Inviting Proposals shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this Notice Inviting Proposals.

SAFETY APPROVAL

Where required by City of Orange regulations, any items delivered must carry Underwriters Laboratories Approval or City of Orange Public Works Dept. approval. Failure to so comply will be cause to reject Proposal. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

PUBLIC WORK AND PREVAILING WAGES

This project is NOT subject to Sections 1771, 1775, 1776, 177.5, 1813 AND 1815 of the California Labor Code.

SAMPLES

Samples of supplies and equipment, when requested or required by the City must be furnished to the City free of expense to the City and, if not destroyed by tests, will, upon request, be returned at the Proposer's expense.

SUBMISSION DATE AND WITHDRAWAL OF PROPOSALS

Each proposal must be delivered to the location and received on or before the due date and time stated below. Proposals will not be accepted after the date and time stated above. Proposals may be withdrawn without prejudice providing the written request is received by Ms. Wanda Alvarez, the City's Purchasing Officer, no later than the time set for opening proposals. Withdrawals will be returned to Proposers unopened.

SELECTION CRITERIA:

Evaluation of the proposals shall be based on a competitive selection process. Fiscal responsibility is a priority for the City. However, the evaluation of proposals will not be limited to price alone. The City will select the proposer deemed most qualified based on demonstrated competence, experience, references, and value, for services to be performed. The City also reserves the privilege of interviewing the top candidates.

The successful proposal will demonstrate experience in providing custodial services as described within this RFP. While the experience and resources of the successful firm are important, it is critical that the manager proposed for overall authority on the project have extensive relevant experience and capability. The

firm's project manager will work effectively with City staff and complete assigned tasks within budget and within the project schedule.

The following criteria shall be used in selecting the firm ultimately chosen for this project:

- A. Firm experience, including but not limited to licensing, insurance, qualifications and capacity of the firm's employees, key personnel and the ability to provide the necessary equipment needed to provide the work as describe within this RFP. Also, experience of any subcontractors working on this project.
- B. Demonstrated record of success by the firm on similar work previously performed for the City and/or other municipalities or enterprises.
- C. Firm's responsiveness to the overall request for information within this RFP.

Based on the information submitted, the selection committee will make a final choice; the successful firm will execute two maintenance agreements with the City of Orange for the completion of this work. An interview may be required with the top scoring firms. The City of Orange reserves the right to negotiate cost of work within the Request for Proposal.

The City reserves the right to revise this RFP prior to the date the proposals are due. Revisions to the RFP will be sent to all known participants. The City reserves the right to procure or contract for work. All proposals submitted in response to this RFP become the property of the City and are public record. The City reserves the right to delay or cancel, in part or in its entirety, this RFP including, but not limited to: selection schedule, submittal date, and submittal requirements. All known participants shall be notified of any cancellation or revisions prior to the submittal date. The City also reserves the right to request additional information and clarifications regarding any proposals received.

Proposer must satisfy the City of its ability to perform the services required as stated herein. All proposers must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Proposer shall be entirely responsible for the accuracy of the information supplied concerning references.

Reminder: All pages of the Fee Schedule (Attachment 3) must be submitted in a separate sealed envelope.

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

The proposer is required to supply the following information on the forms provided. Additional sheets may be attached if necessary:

1. The proposer shall provide the following:

a) Company Name: _____

b) Type of Entity (*for example, a California corporation*): _____

c) License Number: _____

d) License Class: _____

e) License Expiration Date: _____

2. Number of years' experience as a licensed contractor in custodial work for public agencies: _____

3. List at least three (3) public agencies or contracts for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past five (5) years.

a) Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

b) Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

c) Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

4. The following information shall be submitted with Proposal – limited to 15 pages (8.5' x 11"):

- a) A Business Profile, which shall include a list of employees including their names, training, experience (i.e. day porter, carpet cleaner, floor crew-waxer) and number of years with your firm.
- b) A Schedule with the number of employees you propose to have assigned to cover the janitorial/housekeeping contract, excluding the day porters.
- c) Your firm's methodology for ensuring coverage in the event of staff absences (ie. illness, vacations, and/or terminations).
- d) A brief overview of your firms hiring practices, screening, background checks, DMV checks, etc.
- e) Your firm's methodology that will be used to correct deficiencies and prevent re-occurrences
- f) A list of cleaning supplies to be used and all OSHA required MSDS's
- g) Signed bid on the form(s) provided in the Scope of Work Section.

5. If requested by the City of Orange, the Proposer shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

6. The Proposer shall check one of the following blank spaces, as the case may be. If the Proposer does not check either box, it will be deemed that he has checked Box A:

- a) ____ The undersigned DOES NOT INTEND to subcontract any portion of this project.
- b) ____ The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (**Note:** Please refer to the Subletting and Subcontracting Fair Practices Act commencing at Section 4100 of the California Public Contract Code for the portion of work for which subcontract disclosure is required with the proposal.)

For each subcontractor to be used for the performance of work under this RFB, please identify the name of the subcontractor, the contact person, address and telephone number, a description of the type of work to be performed by each subcontractor and the percentage that its work represents to the whole:

NAME	DESCRIPTION OF WORK	LICENSE

Proposer's SIGNATURE(S):

Insert full name of Corporation (or General Partnership, Limited Partnership, Limited Liability Company, Sole Proprietorship):

(if necessary), Doing business as:

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date:

Attachment No. 1

**CITY FACILITIES
SCOPE OF WORK
CUSTODIAL SPECIFICATIONS**

Attachment 1

CITY FACILITIES CUSTODIAL SPECIFICATIONS (RFP No. 190-24)

<u>Sections</u>	<u>Description</u>	<u>Page No.</u>
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Section A

Custodial Requirements

It is the objective of the City of Orange ("City") to ensure that custodial and housekeeping services are provided to all of the buildings and facilities described in these specifications. The City buildings and facilities covered by these specifications are generally referred to as the Public Works Building, Administration Building and Finance Building that make up the Civic Center, this includes the computer training room, additional training room, men's and women's locker rooms and lunch room located in the basement beneath those buildings, the Community Services Administration Building, the Fire Department Headquarters (including the modular office located adjacent thereto), the Orange Public Library and History Center, the City's Corporation Building I (Fleet Services restroom and break room to be serviced by the Day Porter assigned to the Police Department Headquarters), Corporation Building II (warehouse), the Police Department Headquarters, the Water Plant, Taft Branch Library, the El Modena Branch Library, the Police Sub-Station at Fort Rd., the Police Sub-Station at the Outlets of Orange Retail Shopping Center, the Orange Plaza Park. Future sites and facilities that will come on line during the unexpired term of this Contract and for which compensation will be mutually agreed upon and included in an amendment to the Contract. Housekeeping Services are to be performed during the specified hours listed in these specifications, unless otherwise directed and/or approved by the City of Orange. These specifications also include special cleaning intervals as well as other specific requirements.

Note: The City of Orange may, in its sole discretion, adjust the days and times for the performance by the Contractor of work and services if the hours of operation of the City for any one or more City facilities should change during the term of the Contract. For example, if the hours of operation of one or more buildings or facilities are reduced or otherwise altered due to budgetary considerations or the furlough of employees, the City and the Contractor shall agree upon credits for reductions in service or, alternatively, additional compensation in the event the hours of operation or availability of buildings and facilities to the public are increased.

Pre-commencement meeting: Prior to the commencement of work, arrangements will be made for a meeting between the Contractor and the City. The purpose of this meeting is to coordinate the activities of the Contractor within the limits of this contract, review schedules, discuss construction methods, and clarify inspection procedures. The Contractor shall submit at this meeting, for approval by the Engineer, the schedule required in the Standard Specifications showing the number of calendar days required to complete the project.

The City of Orange requires the following of the contractor retained for the performance of this contract:

1. **Background/Security:** All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work at

public facilities. Contractor is responsible for conducting sufficient background checks before commencing work under this agreement, to ensure no employees performing work in the City of Orange on behalf of the contractor, are listed on the National Sex Offender Public Registry (NSOPR). Contractor shall monitor employee security records to ensure no existing or new employees performing work under this agreement are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety. Please see the Contract Agreement ("Agreement") for the specific details that will be required of the Contractor and its employees.

2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings. The Contractor shall not allow the use or presence of alcohol or drugs on the premises or in the buildings.
3. Conduct: No person(s) shall be employed for this work who is/are found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, or who fails or otherwise refuses to perform the work properly and in a suitable fashion. The Contractor shall immediately remove such persons from the performance of work under this Agreement.
4. Supervision of Staff: Contractor shall provide two supervisors/foremen, who shall be present at all times during night operations, and who shall be responsible for both conduct and workmanship. One supervisor/foreman is to be onsite for the City of Orange facilities. The supervisors or foremen shall be able to communicate effectively in both written and oral English.
5. Day Porters: All Day Porters shall be fully trained for the type of duties they will perform and shall be able to communicate effectively in both written and oral English.
6. Training: Contractor shall have an ongoing training program for its entire staff in areas of Safety and Job Duties. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training regarding Custodial Services.
7. Uniforms: All of Contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the Contractor's name. A photo ID Badge is to be worn at all times. ID badges must have the name of the individual, Contractor's name and a 24 hour emergency contact number.
8. Adequate Safety: Applicable warning devices shall be used by the Contractor when there is a safety hazard (i.e., rain-slip), waxing or wet mopping floors, or as needed to ensure the safety of City employees and members of the general public while at or on City buildings and facilities.

Contractor shall be responsible for adequately instructing their employees regarding all safety measures. Contractor shall adhere to CalOSHA regulations at all times. All equipment used by the Contractor shall be maintained in a safe operating condition at all times and be free from defects. All employees of the Contractor must wear proper personal protective equipment while working at or on any of the City's buildings or facilities.

9. Non-smoking Facilities: All City buildings and facilities are designated as non-smoking facilities. No employee of the Contractor shall smoke while within twenty-five (25) feet of any entry of said buildings or facilities.
10. Keys: Contractor shall establish and implement methods for ensuring that all keys & key cards issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons. No keys or keycards issued to Contractor by the City shall be duplicated without prior written authorization from the City. Contractor shall report to the City any and all occurrences of lost or duplicated key/keycards. In the event the City discovers that keys/keycards have been lost or duplicated by the Contractor's employees, the City may require the Contractor to re-key or replace the affected lock or locks or perform re-keying or keycard replacement, in which event the City may deduct the total cost from any compensation due to Contractor. It is also the responsibility of Contractor to prohibit the opening of locked areas or to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.
11. Tracking: All Restrooms shall have a "Restroom Service Sheet" completed on a daily basis to ensure an adequate level of cleanliness and sanitation is maintained. These sheets will be turned in by the Contractor each month and reviewed by the City.
12. Maintenance Repairs: Contractor shall report any maintenance repairs needed (i.e., leaking faucets; clogged drains; broken electrical plugs; lights out, etc.) to the City's facilities maintenance department by phone (714-744-5566). To prevent clogging of drains, all wax stripper and dirty mop water are to be emptied into a flush toilet, only and not into any of the urinals or floor sinks. No cleaning solutions are to be dumped or released to the environment. This includes in any of the parking lots. After hours emergency maintenance calls should be reported to the Plant Operator by phone (714-719-5700).
13. Standard Forms: Listed below are some of the standard forms that will be used to communicate the City's needs and requirements.
 - a. Performance Inspection Form
 - b. Service Request Form (e-mail request)
 - c. Service Complaint Form
 - d. General Notes: E-mails; memos, verbal instructions and voicemails.

14. Contact Information: The Contractor shall provide the following contact information.
- 24 hour Contact number
 - Emergency Contact number
 - Custodial Hotline
 - E-mail address
 - General Manager
 - Account Manager
 - On-site supervisors
15. Response Time: Response time to City needs (i.e., Contractor's personnel arriving at the City facility to respond to a request) during the Contractor's normal work schedule is to be within 1 hour of the Contractor's receipt of notice from a City representative. During off hours, the response time is to be within two (2) hours of the Contractor's receipt of notice from a City representative. Unless otherwise agreed to by and between the Contractor and the City's representative, the time allowed to correct non-conformances (i.e., corrective actions) shall be 48 hours from receipt of the correction notice.
16. Recycling: Contractor's employees shall perform services as specified by the City's authorized representative(s) to implement the City's recycling program. This requirement includes all facilities covered under the agreement where recycling practices are currently in place and any facilities that City staff may add to the recycling program during the term of the Agreement. The City prohibits the Contractor from salvaging any items from trash cans or bins.
17. Damage to City Property: Contractor shall be liable for any and all costs associated to damage or verifiable theft by Contractor to any property of the City or an employee of the City which is in any way related to the acts of the Contractor or Contractor's employees of obligations under the Agreement. Contractor shall not remove any property of any type from the City's buildings or facilities without the expressed written consent of the City. A written report of damage or theft must be submitted to the City within 48 hours of occurrence.
18. City of Orange Telephone Usage: Telephones (including cell phones) shall not be used by the Contractor or its employees for personal reasons with the following exception(s):
- To report medical emergencies, a fire or the need for law enforcement, in which event the Contractor's employees or agents may use a City phone to dial 9-911 from any extension.
 - Notification to the City of Orange Facilities Maintenance of damage or maintenance needed as required in this Agreement.

- c. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.

19. Building Security: The Contractor shall keep all exterior doors closed and locked during the performance of work when any City facility is not open for business (or as otherwise directed) and shall ensure that all doors are locked at the end of a shift, unless otherwise authorized or directed by a City representative. Security systems within City buildings or facilities shall be activated immediately after custodial service is completed in specific building(s). The City shall instruct the Contractor on the manner in which to activate any such security system.

20. Remedy for Failure to Perform Required Service: If the Contractor fails to execute the work in the manner and at such locations as specified, or fails to maintain the work schedule which will ensure the City's interest, or if the Contractor is not carrying out the interest of the Contract, the City shall notify the Contractor both verbally and in writing requiring satisfactory compliance with the terms of the Agreement. If the Contractor does not perform the work in question within the time specified in said notice or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. The City may, in addition, withhold from monies due to the Contractor the sum of Three Hundred Dollars (\$300.00) per day for each and every calendar day delay in finishing the work within the time specified. If the sums due under the Contract are insufficient for completion, the Contractor shall pay to the City within five (5) business days after the completion, all costs in excess of the sum due. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

21. Extra Work /Project Cleaning: Work not considered to be routine or not done on a regular schedule, and not considered under these specifications or otherwise in the Contract shall be considered extra work. This type of work may only be completed at the request of the designated representative of the City. See the terms of the Contract for the procedures to be followed for additional work or services.

The following are examples of the type of work which are considered extra work or services:

- Cleaning areas not defined within these specifications;
- Increasing frequency of cleaning; or special projects.

22. All vehicles used by the custodians employed by the Contractor are to be identified with magnetic door signs (approx. 20" x 16") or equivalent with the

company name and phone number. These need to be visible from both sides of said vehicle. All supervisor vehicles shall be supplied with a GPS tracking device. Three (3) City representative shall be provided 24/7 access to the tracking software on his/her desktop.

23. Requirements for Custodians:

- a. Each custodian working within City buildings and facilities will be in an approved Contractor's uniform.
- b. Each custodian will have in his/her possession a company photo identification badge at all times.
- c. All custodial supervisors, day porters and at least one (1) person on each custodial crew must speak fluent English.

24. Safety and Security Requirements:

- a. All safety warning devices shall be used by the Contractor when waxing or wet mopping floors or any other area.
- b. All City buildings are NON-SMOKING facilities; no custodian is allowed to smoke while in City buildings or within 25 feet of said buildings.

25. National Pollutant Discharge Elimination System (NPDES) Requirements.

- a. The contractor shall comply with Local, State and Federal NPDES regulations including County Drainage Area Management Plan (DAMP) and the Agency's Local Implementation Plan (LIP) at all times while providing services to the City of Orange.
- b. The Contractor shall apply Storm Water Best Management Practices (BMP's) for all pollution prevention of any discharge of waste water, chemicals, trash, debris and any other pollutants to the storm drain system and/or waters of state.
- c. Simply stated, all work is to be performed in a zero discharge manner. All water, chemicals, materials, products and supplies used for cleaning is to be recovered and properly disposed of within all applicable regulations.
- d. All mop and cleaning water used by the custodial contractor is to be dumped down a toilet and flushed.

26. Optional Services – services listed as optional will be awarded at the City's sole discretion.

Section B

Civic Center

The following are located within 1-2 blocks of the Civic Center. These facilities are to be bid together.

CIVIC CENTER, 300 E. Chapman Ave., Orange

Civic Center Basement, 4,056 sq. ft.

- Administrative offices and storage.
- 2 restrooms and locker rooms, 2 conference/training rooms, 1 break room/kitchen
- 90% tile flooring
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

Finance Department, 10,000 sq. ft.

- Administrative offices and public service counters.
- 4 restrooms / conference room / lunch room
- 95% carpeted
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

COMMUNITY SERVICES ADMINISTRATION, 230 E. Chapman Ave., Orange

Community Services Admin Building, 9,560 sq. ft.

- Single story administrative offices with full, large basement.
- 90 % carpeted
- 4 restrooms (2 on 1st floor, 2 in basement)
- 5 days per week/4 days per week (9/80 City of Orange standard schedule) service
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

FIRE HEADQUARTERS, 176 S. Grand 6,000 sq. ft.

1st Floor Offices Only

- Administrative offices.
- 4 restrooms
- 1 lounge/break room/lunch room with kitchen facilities
- 70% carpeted
- 4 days per week
- Monday through Thursday service (excluding holidays)
- Service to be performed between 7:00 p.m. and 10:00 p.m.
- Schedule I & Schedule II Service
- Note: Windows included – 1st floor inside & outside; 2nd floor outside windows only

FIRE PREVENTION MODULAR, 176 S. Grand 800 sq. ft.

- Administrative offices
- 1 story building (trailer next to Fire Dept.)
- 1 restroom
- 100% carpeted
- 4 days per week
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

Orange Public Library & History Center, 407 E. Chapman Ave; 45,000 sq. ft., plus 5,140 basement

- Administrative offices and public service counters (1st & 2nd floor)
- Large Public Library service areas (1st & 2nd floor)
- Large Community Room with kitchen (1st floor)
- 5 (1st floor) + 2 (2nd floor) restrooms
- 1 break/lunch room with kitchen (1st floor)
- 1 large children's area (1st floor)
- Study Rooms (6 total) – 1st and 2nd floor
- 1 large basement (sweep and empty trash 3 times per week)
- Event cleanup – weekly calendar will be posted on the wall outside community room
- Back patio area to be serviced
- 1 Elevator
- 1 large basement (Sweep and empty trash twice per week)
- 95 % carpeted
- 6 days per week service excluding holidays
- Monday through Saturday service
- Service to be performed between 10:00pm and 7:00 a.m. except during special events, check the weekly event calendar
- Part-Time Day Porter to service between 12:00pm and 4:00pm
- Schedule I & Schedule II Service

Civic Center Administration Building, 13,800 sq. ft.

- Administrative offices and public service counters.
- 4 restrooms / 3 conference rooms / lunch room
- 95% carpeted
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 8:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

Council Chambers, Civic Center, 4,000 sq. ft.

- Council Meeting Room
- 100% carpeted
- Theater style seating
- Council seating area
- Responsible for changing the names on the Voting Board for four (4) meetings (approx.) per month.
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 10:00 p.m. and 6:00 a.m.
- Schedule I Service

Civic Center Department of Public Works Building, 14,950 sq. ft.

- Administrative offices and public service counters.
- 2 restrooms / 3 conference rooms / lunch room
- 95% carpeted
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service (excluding holidays)
- Service to be performed between 8:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

Section C

CORPORATION YARD/POLICE HEADQUARTERS

CORPORATION YARD BUILDINGS

637 W. Struck Ave.

BUILDING 2 - Located on Struck St. next to driveway

1st Floor 1,112 sq. ft.

- Office areas Risk Mgr., Warehouse, Inspection Offices, Traffic Lab.
- 2 restrooms
- 1 elevator
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service
- Service to be performed between 9:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

2nd Floor 3,360 sq. ft.

- Administrative offices, Traffic Management Center, Traffic Offices and Conference Room
- 2 restrooms
- 1 large conference room with accordion door room divider
- 1 small kitchen facility adjacent to conference room
- 1 interior stairwell
- 1 exterior stairwell
- 80% carpeted
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service
- Service to be performed between midnight and 6:00 a.m.
- Schedule I & Schedule II Service

BUILDING 1 - Located Northwest of Building 2

1st Floor 3,727 sq. ft.

- Locker rooms, restrooms, and shower facilities
- 2 outside stairwells and 1 inside stairwell
- 1 elevator
- Internal concrete floor hall way
- No carpeting
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service
- Service to be performed between 10:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

BUILDING 1 - 2nd Floor; 6,640 sq. ft.

- Administrative offices
- 2 restrooms
- 80% carpeted
- Internal tile hall way
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Monday through Friday/ Monday through Thursday service
- Service to be performed between 9:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

BUILDING 1 - Garage section

This section is alarmed and only accessible between the hours of 6:00 a.m. and 3:00 p.m.

1st floor 40 sq. ft.

- 1 restroom, drinking fountain and hand wash sink [tub sized]
- 2 days per week (Tuesdays & Thursdays)
- Parts Room to be cleaned & swept monthly (along with Police Dept. Garage)
- Two Custodians will be provided quarterly for 8 hrs. per day (ea.) to clean and mop garage
- Service to be performed between 6:00 a.m. and 3:00 p.m.
- Schedule I & Schedule II Service

2nd floor

- Break area with single restroom 672 sq. ft.
- 2 days per week (Tuesdays & Thursdays)
- Service to be performed between 6:00 a.m. and 3:00 p.m.
- Schedule I & Schedule II Service

POLICE HEADQUARTERS

1107 N. Batavia St.

1st Floor, 39,742 sq. ft.

- Multipurpose, public service areas.
- Entrance lobby with terrazzo flooring.
- Administrative and police support areas.
- 5 interior stairwells
- 2 elevators
- 90% carpeted
- 8 restrooms
- 2 locker rooms
- 2 shower rooms
- 1 large multipurpose room with accordion room separator doors.
- 7 Days a week service (Periodic cleaning / detailing Sat & Sun)
- Monday through Friday full service
- Saturday and Sunday 1/2 service
- Service to be performed between 11:00 PM and 6:00 a.m.
- Schedule I & Schedule II Service

2nd Floor, 35,902 sq. ft.

- Administrative offices
- 99% carpeted
- 2 restrooms
- 1 break/lunch room
- 1 outdoor break/lunch room
- 1 police dispatch center 7 days a week (special cleaning supplies required in kitchen and RR)
- 1 computer support room
- 7 Days a week service (Periodic cleaning / detailing recommend Fri, Sat & Sun)
- Monday through Sunday
- Service to be performed between 7:00 p.m. and 6:00 a.m. M-F
- Schedule I & Schedule II Service

Lower Level; 16,250 sq. ft. (Police escort required) plus Parking Structure 26,625 sq. ft.

- Police property room and Police crime lab **(Police escort required)**
- Large police booking and detention area **(Police escort required)**
- 8 detention rooms with commode and sink **(Police escort required)**
- 2 restrooms in hallway, M-F
- Large gymnasium area, clean monthly
- Parking Structure to be cleaned & swept monthly (along with Garage Parts Room)
- No carpeting
- Schedule I, Schedule II & Schedule III Service

Note: Lobby windows to be cleaned up to the roof level only.

OPD Senior Day Porter

- One (1) Day Porter (see attached PD Day Porter duties)
- Five (5) days per week, Monday through Friday (Fridays are for periodic cleaning projects)
- 7:30 a.m. to 4:00 p.m. includes one half (1/2) hour lunch period
- Must speak fluent English and be paid a minimum of \$8.00 an hour above California minimum wage (but not less than as required by the DIR for equivalent job classifications) for length of contract. To be provided the option of purchasing medical insurance through the company.
- Will report to and take direction from the Public Works Management Staff and/or Police
- Dept. designated employee. See attached Day Porter Duties – Police Headquarters.

Section D

OUTLYING BUILDINGS

WATER PLANT

189 S. Water Street, 7,305 sq. ft.

- 4 restrooms with 3 showers, 1 locker room
- Lobby and long counter top
- 1 conference room
- Water Quality Lab required special cleaning of the floor and counters to prevent any cross contamination into water samples.
- Supervisors Modular
- 50% carpeted
- 5 days per week/4 days per week (9/80 City of Orange standard schedule)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

TAFT BRANCH LIBRARY

740 E. Taft, 7,874 sq. ft.

- 1 break/lunch room with kitchen facility
- 3 restrooms
- 99% carpeted
- 6 days a week service excluding holidays
- Monday through Saturday service
- Service to be performed between midnight and 6:00 a.m.
- Schedule I & Schedule II Service

EI MODENA BRANCH LIBRARY

380 S. Hewes, 10,400 sq. ft.

- 3 restrooms
- 1 break/lunch room
- 1 large multipurpose public Community Room with kitchen facilities
- Back patio area to be serviced
- 99% carpeted
- Front Bus Stop trash can to be emptied by custodial contractor 7 days a week
- 6 days a week service excluding holidays
- Monday, through Saturday service
- Service to be performed between midnight and 6:00 a.m.
- Schedule I & Schedule II Service

POLICE SUB STATION (to be billed on a separate invoice)

8525 E. Fort Rd. 10,360 sq. ft.

- 1 elevator
- 2 interior stairways
- 1 kitchen area
- 3 lower level restroom
- 2 upper level restrooms/locker-room with showers

- 1 large upper level conference room carpeted
- 1 Detention/storage area
- 2 Days a week service – Tuesday and Thursday
- Service to be performed during the day shift starting in the morning.
- Schedule I, Schedule II & Schedule III Service

POLICE SUB STATION at The Outlets of Orange

20 City Blvd, Unit D-106 Approx 1,500sq. ft.

- 2 restrooms/locker-room with showers
- Office Space
- 2 Cell Detention area
- 1 Uni-sex- restroom
- 5 Days a week service – Monday, Wednesday, Friday, Saturday and Sunday
- Service to be performed between 4:00 p.m. and 10:00p.m.
- Schedule I, Schedule II & Schedule III Service

Section E

Cleaning Schedule Specifications

Schedule I

Daily Services - General Building and Office Areas (All Areas)

1. Sweep all composition floors.
2. Sweep all outside entrances for trash
3. Spot dust for cobwebs in all areas of the building
4. Remove debris from ceilings, walls, and floors
5. Spot vacuum rugs and carpeting.
6. Clean corners and remove cobwebs and dirt.
7. Dust accessible desktops.
8. Clean kitchen countertops, luncheon tables and position chairs.
9. Clean drinking fountains
10. Empty and clean coffee pots
11. Empty all wastebaskets and other waste containers. Carry trash to designated area and replace liners with new.
12. Clean and service smoking stands where applicable.
13. Spot clean partitions, doors, grab bars, panic hardware, doorknobs, handles, door frames and around wall switches.
14. Maintain janitor's closet in clean and orderly manner.
15. Spot clean office partition glass and interior door glass.
16. Thoroughly clean all glass entry doors.
17. Spot mop resilient floors for spillage, dirt and etc.
18. Spot clean carpet for spillage, stains, etc.
19. Vacuum or sweep elevator cabs where applicable.
20. Wipe clean all elevator doors and control panel to remove finger marks where applicable.
21. Clean all stairwells and landings twice weekly, vacuum if carpeted (remove cobwebs).
22. Dust bookshelves, minor signage
23. Report broken or missing items to contract administrator or his/her Designee
24. Establish a lost and found box at each building location to provide a collection point for items found such as keys, jewelry, bolts, brackets, machine parts, pens, etc.

Weekly Services - General Building and Office (All Areas)

1. Sweep inside and outside stairways (twice per week).
2. Vacuum all carpets
3. Dust banisters and handrails.
4. Polish drinking fountains.
5. Damp mop and buff all tile floors to ensure a slip resistant high gloss finish.
6. Spot clean woodwork for finger marks and stains.
7. Dust ledges, door trim, partition tops and moldings.
8. Dust chairs, tables, telephones, filing cabinets and other office furniture.
9. Dust windowsills, ledges, chair rails, partition trim and low moldings.

10. Low dust all chair rungs and office furniture.
11. Dust the large hanging orange ball and hanging animal heads inside the main library.
12. Dust pictures, clocks and major signage.
13. Spray buff all main aisles and corridors as needed to ensure a slip resistant high gloss finish.
14. Power wash the Police Headquarters locker room, showers and restrooms and also the Police lower level restrooms (2) with Advance Reel Cleaner using the manufacture's procedures.

<http://www.advance-us.com/Products/Commercial/SpecialtyProducts/ReelCleaner.aspx>

Monthly Services - General Building and Office Areas (All Areas)

1. High dust moldings, doors and window casings.
2. Brush down wall and ceiling vents.
3. Clean wax and machine polish all vinyl floors to ensure a slip resistant high shine surface.
4. Clean and wipe down baseboards.
5. Vacuum draperies and blinds
6. Wash handrails.
7. Wash and disinfect wastebaskets on a rotation basis.
8. Detail carpet edges under and around furniture and behind doors.
9. Vacuum upholstered furniture
10. Power wash the Main Library Public restrooms, Finance Building Restrooms, Community Service Building Restrooms, Administration Building Restrooms, Public Works Building Restrooms, Basement Restroom & Showers, Police HQ Administrative restrooms, Police HQ Locker Room showers and restrooms, Corp Yard restrooms (except garage) and the Water Yard locker room restrooms with Advance Reel Cleaner using the manufacture's procedures.

Annual Services - General Building and Office Areas (All Areas)

1. All Refrigerators shall be cleaned inside and outside during December.
2. Civic Center Administration and Public Works Building, Finance Building spray buff all main aisles and corridors as needed to ensure a slip resistant high gloss finish. Power wash the Restrooms with Advance Reel Cleaner using the manufacture's procedures.

Schedule II

Daily Services - Restrooms

1. Empty and disinfect all waste paper containers, replace liners with new.
2. Clean and polish mirrors.
3. Clean and disinfect all toilet tissue, towel, trash and product sanitary containers
4. Clean and disinfect toilets, urinals and sinks (inside and out) removing scale and all other organic material.
5. Clean and disinfect both sides of toilet seats.
6. Clean and disinfect handles, knobs, and all other hand touched areas.
7. Clean all splash marks from wall over sinks.
8. Wipe down with disinfectant ceramic tile walls, toilet compartments and partitions.
9. Refill soap, towel, tissue, seat cover dispensers and sanitary product dispensers.
10. Clean, disinfect and wipe dry all counter tops.
11. Clean and polish drinking fountains, chrome under sinks, toilets and urinals to keep scale free.
12. Spot clean partitions for smudges and remove graffiti.
13. Wipe clean tops of partitions.
14. Spot clean walls (with disinfectant) for splashes around sinks and urinals.
15. Pour a minimum of one gallon of water into floor drains to prevent odors.
16. Thoroughly mop floors with disinfectant solution.
17. Thoroughly clean and sanitize shower facilities (as required – site specific)
18. Remove debris from ceilings, walls, and floors
19. Remove cobwebs from all areas of restroom
20. Inspect and clean restroom entrance area of trash and debris
21. Replace air fresheners when less than 5% of product remains.
22. Report any plumbing or facility issues (repairs needed) to the City's Facilities Services Department (714-744-5566.)

Note: The Waterless Urinals require special cleaning procedures. The training of custodial personnel shall be the responsibility of the Contractor. The cleaning procedures can be found at www.falconwaterfree.com. While the City will pay for and furnish the urinal replacement cartridges for all Facilities except Police Department Building, and for the Contractor's periodic change-out in accordance with the procedures thereof, the Contractor shall be responsible for the labor to change out the urinal replacement cartridges. The Contractor is responsible for the cost of the replacement of any cartridge due to damage caused by any improper cleaning methods employed by its employees or agents. If the Contractor has any questions regarding the cleaning and replacement procedures, it shall contact and confer with the City's representative. **The contractor shall furnish and install urinal cartridges every two months for the Police Department Building only.**

Schedule III

Daily Services – Orange Police Security/Holding Cells

Note: Police escort required when working in this area.

1. Empty and disinfect all waste paper containers, replace liners with new.
2. Clean and disinfect metal mirrors.
3. Clean and disinfect all toilet tissue, towel, trash and sanitary containers.
4. Clean and disinfect toilets, urinals and sinks (inside & outside) removing scale and other organic matter.
5. Clean and disinfect both sides of toilet seats.
6. Clean and disinfect handles, knobs, and other hand touched areas.
7. Wipe down with disinfectant all walls, compartments and partitions.
8. Refill soap, towel, tissue and seat cover dispensers.
9. Clean, disinfect and wipe dry all counter tops.
10. Spot clean partitions for smudges and remove graffiti.
11. Wipe clean tops of partitions.
12. Spot clean walls for splashes around sinks and urinals.
13. Pour a minimum of one gallon of water into floor traps to prevent odors.
14. Thoroughly mop floors with disinfectant solution.
15. Clean and sanitize shower facilities (as needed site specific).
16. Remove debris from ceilings, walls, and floors
17. Clean bench & sitting area with disinfectant
18. Clean light fixtures and air vents as needed.
19. Replace air fresheners when less than 5% of product remains.
20. Report any plumbing or facility issues (repairs needed) to the City of Orange Facilities Services Department (714-744-5566)
21. Power wash the restrooms twice (2 times) weekly with Advance Reel Cleaner using the Manufacture's recommended procedures

<http://www.advance-us.com/Products/Commercial/SpecialtyProducts/ReelCleaner.aspx>

WQMP

Best Management Practices for Operations and Maintenance

Maintenance and Inspection Responsibility for BMP's:

- A. Train employees and tenants on water quality impacts. Distribute brochures "Ocean Begins At Your Front Door>"
Frequency: Annually and for new employees during orientation.
- B. Restrict activities such as when washing and hosing of platforms and walkways into storm drains, recover water.
- C. Inspect inlets (storm drains) for trash and sediment accumulation
Frequency: Quarterly and after major rain events, greater than ½" rain per day.

A. WINDOW WASHING

Window washing at all contract city buildings two (2) times a year. To be performed on the following months. **May** Inside and outside, **December** inside and outside

B. CARPET CLEANING

All carpeted areas to be cleaned four (4) time a year. Carpet cleaning shall be spin and bonnet type. Carpet stain cleaning will require a steam extraction method of cleaning and will be completed on an "as needed basis".

Section F

Carpet & Window Cleaning

Carpet: Contractors employees to follow manufacturers recommended carpet cleaning procedures (to be approved by City of Orange authorized representative in advance).

Window Cleaning: Windows to be cleaned and streak free this also includes the window hardware. Special precautions are to be taken to ensure window films/tinting is not damaged during the cleaning process.

Price Summary: A provision is listed as “Optional Bid Items” on the price sheets for specific sections of this Specification: Section B; Section C; Section D

Carpet & Window Cleaning Schedule: Specific dates to be advised upon execution of contract for “Optional Bid Items”.

Section G

Supplies and Equipment

The contractor is to provide all supplies: to carry out the cleaning and disinfecting operations within this contract, and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contractor shall submit a written list of all supplies (i.e. cleaners, disinfectants, floor cleaners, and wax) with attached Material Safety Data Sheets (MSDS) intended for use in the buildings for approval by the City of Orange. In addition to cleaning supplies the contractor shall also supply all glass cleaner, floor stripper, furniture polish, Sheila Shine Stainless Steel Cleaner (use at OPD), Swifter Dusters (used at OPD Dispatch) etc. **All cleaning products and supplies to be approved by the City prior to use.** Any supplies not on the approved list must be removed from the premises. Adequate quantities of properly labeled supplies (minimum of two weeks inventory) must be on-hand to perform cleaning at all times. Specialized green style cleaners to be used when possible. The Police Dispatch Area will require low odor green cleaning products that will be specified by a City of Orange representative. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.

The City of Orange will furnish: paper goods, trash can liners and hand soap. This includes lunch room napkins & paper towels, plastic trash bags (assorted sizes), toilet tissue, sanitary napkins, toilet seat liners and hand soap.

- a. Paper Towels
- b. Toilet Paper
- c. Sanitary Napkins
- d. Tampons
- e. Hand Cleaning Soap
- f. Sanitary Napkin Liners
- g. Plastic Trash Bags (assorted sizes)
- h. Other Items as needed (approval of Facilities Superintendent required)
- i. Urinal screens / Bowl Blocks / Deodorizers
- j. Seat Covers
- k. Napkins (for lunch room)
- l. Some Disinfectants / Deodorizers and Air Fresheners

The contractor is to provide all equipment: to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout all the buildings to be cleaned. The contractor shall submit a written list of all equipment, by quantity, name brand and model (i.e. six (6) Advance 16" Carpet twin HEPA filter Vacuums – two (2) Rotary buffing machines 18" - one (1) carpet extractor w/ power-head) – two (2) Advance Reel Cleaners with manufacture's recommended cleaning solutions. All equipment is to be listed in Contractor's proposal that is used for daily cleaning requirements. In case of equipment breakdown, forty eight (48) hours repair or replacement time will be allowed. All of the Contractor's equipment is to be marked with a minimum of their company name.

Section H

Day Porters

In addition to the labor supplied by the contractor to accomplish the tasks defined in Sections B, C, D, E, F,G, H, I, & J the contractor shall supply (2) full-time Day Porter and (1) part-time Porter to perform a variety of similar tasks.

The Police Day Porters shall work an (8) eight hour day with work beginning no earlier than 6:30 a.m. and ending no later than 6:00 p.m. The city day/night Porter shall work Monday-Friday. A set schedule will be determined at contract execution.

The main responsibility areas and duties of the Day Porters are listed below.

Locations

Full-time Porter assigned to Orange Police Department & Fleet Services
Full-time Porter assigned to City Buildings during the day or night
Part-time Porter for City Buildings 4 hours per day.

The City of Orange requests that the existing Porter currently servicing the above locations be utilized for the new contract. Orange Police Department is to approve the day porter in advance, due to security concerns. Also, it is a requirement that City executes background checks be completed on employees due to sensitive materials and equipment that is in the areas that will be serviced. This includes the Orange PD, the Orange Fire Department, the Civic Center Buildings as well as other areas (i.e. Corp. Yard, Community Services, Traffic, etc.)

Duties

- Open the Staff access doors as needed, turn off alarms and turn on lights (Civic Center)
- Control of the Flags; flags should not be raised in the rain or excessively windy conditions. Flags will be placed at half-mast for City specified observance days.
- Check, clean/sweep breezeway, parking lots and adjacent sidewalks for trash. On rainy days place safety warning signs in areas where a slip hazard exists.
- Check the meeting schedule in the City Clerk's office (7:30am & 12:30pm) for any meetings that might require setup. Setup as needed to ensure proper facilities and administration supplies are ready before the start of the meeting. The meeting schedule is kept in the "Clerks Office"
- Check all restrooms for supplies and inspect to see that they were properly cleaned and disinfected. Correct any problems with supplies as well as cleaning and disinfecting.
- Clean the basement facilities, this needs to be coordinated with the times of area usage to minimize the impact on the City of Orange's employees. Do not clean the Locker Rooms/Restrooms or Gyms during the hours before 7:30am or between 11am – 2:00pm. The rest of the area can be cleaned at any time of the day however it is recommended that lunch room be cleaned before 11:00am and again after 2:00pm

- Throughout the day the porter will provide assistance (respond) to the City of Orange staff needs. Responding to pages, phone calls and verbal notification for assistance (i.e. spills, hazardous issues relating to custodial, pest control and setup for meetings)
- Check-in with the City of Orange custodial representative daily to give updates and check to see if any custodial requests have been made.
- Report any maintenance repairs (i.e. leaking faucets; clogged drains; broken electrical plugs; lights out) needed to the City of Orange Facilities Maintenance Department (714-744-5566).
- Orange Library & History Center (Library Porter) and Community Services Department restrooms and restock supplies (Civic Center Porter)
- Clean Fleet Services Restroom and Break Room (Schedule I & Schedule II)
- (Orange Police Dept. Porter)
- Comply with Sections A, B, C, D, E, F, G, H, I and J of this specification.

The City of Orange reserves the right to use the day porters for any of the duties or locations described in this Bid Specification.

Section I

Quality Standards

The following Quality Standards (cleaning standards) shall be used on a daily basis, and during the Performance Inspection process to assess the quality of the cleaning per the nine (9) major areas identified below.

Offices - Cleaning Standards:

Furniture and Equipment: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Telephones: Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.

Lamps: Shall be free of dust, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Walls and Doors: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, hand prints and cleaner residue.

Waste Containers: Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.

Partitions: Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Floors, Carpet and Baseboards: Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

Restrooms – Cleaning Standards:

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City of Orange. An inspection team shall closely monitor sanitation levels.

Dispensers: Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with the proper expendable supply item.

Sanitary Napkin Dispensers/Disposal Canisters: Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and be disinfected inside and out. This shall include the elimination of film, streaks, and cleaner residue. Disposal bags are to be replaced with new daily.

Hardware: Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks: Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of polish residue.

Mirrors: Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals: Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots. Under rim areas will be regularly inspected for cleanliness. Waterless urinals to be cleaned as needed to ensure proper operation while reducing the urine smell to an acceptable level as specified by a City of Orange representative.

Partitions: Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers: Contents shall be removed from waste containers and can liners replaced with new. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.

Walls and Doors: Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and

Wainscoats; metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Cove-bases: Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove-bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents: Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Entrances – Cleaning Standards:

Mats and Carpet: Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue.

Glass and Metal Surfaces: Shall appear streak-free, film-free, and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.

Corners/Thresholds: Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.

Floors Cove-bases and Carpet: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Elevators – Cleaning Standards:

Tracks: Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

Lights: Shall be free of dust, cobwebs, soil, spots, and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

Walls and Floors: Metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

Floors: shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove-bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Corridor – Cleaning Standards:

Floors Cove-bases and Carpet: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Water Fountains: Shall be free of dust, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

Stairwells – Cleaning Standards:

Rails and Walls: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings: Shall be free of dust, cobwebs, dried soil, gum, stains, and debris. This shall include risers and cove-bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

Windows & Blinds – Cleaning Standards: The contractor is responsible for cleaning the interior and exterior of the building windows per the specification. Blinds shall be cleaned by dusting and/or wiping with damp cloth. Windows to be dirt and streak free.

Miscellaneous – Cleaning Standards:

Air Vents: Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Janitor Closets and Storerooms:

Shelves: Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked, organized, neatly on shelves.

Janitor Carts: Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized neatly.

Equipment: Shall appear visibly clean and organized. All mops will be wrung out and the mop buckets are to be empty and clean when not in use.

Walls: Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Utility Sinks: Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Bright work shall be cleaned, de-scaled and polished.

Floors: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

Gym & Locker Room - Cleaning Standards:

Equipment: All glassware, mirrors, lockers and equipment are to be cleaned. They shall appear visibly and uniformly clean. Equipment shall be clean, including seats and benches. Grab bars are to be cleaned and disinfected. The gym equipment is to be organized and placed in its proper locations.

Shelves: Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized, neatly on shelves.

Walls: Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Floors: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

Ceilings: High dusting of suspended ceiling panels to be completed monthly throughout facility

Doors and Windows near entrance and exit of rooms: Exterior shall be cleaned monthly (interior glass as needed- minimum weekly, some daily). Necessary precautions to be taken to ensure that the exterior window tinting is not damaged by the cleaning process. This is holds true for door hardware and kick plates, necessary precautions are to be taken to ensure door finish (stain) is not damaged during the cleaning process (i.e. Police Dept.)

Section J

Performance Inspections

Custodial

The purpose of the Performance Inspections is to ensure a high level of workmanship as well as to ensure the Quality, Health and Cleaning Standards throughout this Scope/Specification are consistently achieved. Attached is a Performance Inspection Sheet that will be used by both the contractor and the City of Orange to monitor performance. The following intervals will be used for these inspections.

1. Contractor – Weekly
2. Contractor – Monthly
3. City of Orange – Random
4. The Contractor shall perform weekly quality inspections of all sites and submit a written inspection report to the City of Orange. The contents and format of the inspection report shall be determined by the contractor and the City of Orange at the execution of the Agreement. A Performance Inspection Form will be provided by the City of Orange.
5. The Contractor shall perform monthly quality inspections with the City of Orange designated representative. This inspection shall be of all sites covered by this Agreement with a written inspection report summary submitted by the Contractor to the City of Orange.
6. All noted deficiencies shall be corrected within 48 hrs of inspection. Repeated deficiencies of the same nature and site could result in penalties including contract termination as outlined in the Agreement.

Each Restroom will have a “Restroom Service Record” signature sheet on site. These will be filled out daily and collected monthly for reviewing purposes by the City of Orange.

Custodial Performance Inspection sheet and Schedules I, II, and III daily will be posted at each facility for the Contractors employees to use as reference and City staff to monitor.



Custodial Performance Inspection

Building: _____

Date: _____

PERFORMANCE INSPECTION FORM				
Dept:	ABOVE STANDARD	STANDARD	BELOW STANDARD	INSPECTOR:
AREAS INSPECTED				COMMENTS
1. Entrances & Lobbies				
a. Mats, Carpets				
b. Glass, Metal Surfaces				
c. Corners, Thresholds				
d. Dusting				
e. Floor Appearance				
f. Sweeping, Vacuuming				
g. Walls				
h. Fixtures				
i. Walkways / Breezeways				
2. Elevators				
a. Tracks				
b. Lights				
c. Walls, Doors				
d. Floors, Carpets				
3. Corridors/Circulation Areas				
a. Sweeping, Vacuuming				
b. Floor Appearance				
c. Baseboards				
d. Walls				
e. Water Fountains				
f. Fixtures				
4. Stairwells				
a. Rails, Walls				
b. Steps, Landings				
5. Restrooms				
a. Dispensers, Hardware				
b. Sinks				
c. Mirrors				
d. Toilets, Urinals				
e. Partitions/Walls				
f. Floors, Baseboards				
g. Waste Containers				
6. Offices/Conference Rooms/Library				
a. Furniture				
b. Telephones				
c. Walls, Doors, Spot Cleaning				
d. Waste Containers/Recycling				
e. Partitions				
f. High/Low Dusting				
g. Floor Appearance				
h. Sweeping, Vacuuming				
i. Baseboards				
j. Edge vacuuming				
7 Windows				
a. Glass				
b. Sills, Frames				
c. Blinds				
8 Miscellaneous				
a. Air Vents				
b. Light Fixtures				
c. Carpet Spotting				

d. Vending areas				
e. Floor waxing, Spray buffing				
9. Janitor Closets				
a. Cleanliness				
b. Organization				
c. Supplies/Equipment				
10. Recycling				
a. Paper Recycling Bins				
b. Beverage Container Bins				
11. Kitchen				
a. Kitchen				
b. Kitchen Sinks				
c. Kitchen Counters				
d. Kitchen Table & Chairs				
e. Kitchen Floors				
f. Kitchen Appliances				

Notes:

Corrective Actions:

Completed By: _____

Date: _____

Restroom Daily Service Record

Month/Yr.: _____ Building: _____ Restroom Location: _____

Restroom Daily Service Record				
Serviced by:	Time	Day of Month	Serviced by: (2 nd Service)	Time (2 nd Service)
		1		
		2		
		3		
		4		
		5		
		6		
		7		
		8		
		9		
		10		
		11		
		12		
		13		
		14		
		15		
		16		
		17		
		18		
		19		
		20		
		21		
		22		
		23		
		24		
		25		
		26		
		27		
		28		
		29		
		30		
		31		

Monthly Restroom Cleaning Log

OPD Locker Room Waterless Urinals

Month _____

201 ____

Day	10:00am	2:30pm	7:00pm	11:30pm	Basket Cleaned	Disk Replaced
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

Orange Police Dept. Locker Room

Note

A	Urinals to be cleaned four (4) times a day, including dumping one (1) quart of water down the urinal drain.					
B	Urinal "basket" to be removed, cleaned on top and especially on the bottom three (3) times a week (M-W-F) by night shift crew. Rinse basket in toilet bowl (not in the sink) or in a one gallon bucket.					
C	Urinal Disk to be replaced on the 1st and 15th of each month by night shift crew.					
D	Log to be turned into Contractor's Supervisor at the end of each month and forwarded to City of Orange Custodial Services.					

Section K
City of Orange Contact Information

FOR CITY FACILITIES

City of Orange – Department of Public Works

Matthew Lorenzen or Ruben Hernandez, Management Team

637 W. Struck Ave

Orange, CA. 92867

Office - (714) 532-6480

City of Orange – Lead Custodian

Jaime De La Cruz

Civic Center

(714) 296-3851 cell

City of Orange- Facilities Maintenance Department

Facilities Services

637 W. Struck Ave

Orange, CA. 92867

Office- (714) 532-6480

City of Orange- Plant Operator

After-hour Maintenance Emergencies

(714) 719-5700

City of Orange – Graffiti Hotline

(714) 744-7279

Attachment No. 2

**CITY PARKS
SCOPE OF WORK
CUSTODIAL SPECIFICATIONS**

Attachment #2

CITY PARKS

CUSTODIAL SPECIFICATIONS

(RFP No. 190-24)

<u>Sections</u>	<u>Description</u>	<u>Page No.</u>
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Section B	Scope: Community Services Parks, Restrooms and Related Facilities	7
Section C	Cleaning Schedules	14
Section D	Supplies & Equipment	17
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Section A
General Custodial Requirements

It is the objective of the City of Orange ("City") to ensure that custodial and housekeeping services are provided to all of the buildings and facilities described in Section B. Custodial services at any of the facilities listed in Section B may be deleted or suspended during the unexpired term of this contract. The City will inform the contractor in writing of the reduction in services and billing for custodial services should be adjusted accordingly. Future sites and facilities may come on line during the unexpired term of this contract for which compensation will be mutually agreed upon and included in an amendment to the contract. Housekeeping services are to be performed during the specified hours listed in Section B, unless otherwise directed and/or approved by the City. These specifications also include special cleaning intervals as well as other specific requirements.

The City of Orange may, in its sole discretion, adjust the days and times for the performance by the contractor of work and services if the hours of operation of the City for any one or more City facilities should change during the term of the contract. For example, if the hours of operation of one or multiple buildings or facilities are reduced or otherwise altered due to budgetary considerations or the furlough of employees, the City and the contractor shall agree upon credits for reductions in service or, alternatively, additional compensation in the event the hours of operation or availability of buildings and facilities to the public are increased.

The City of Orange requires the following of the contractor retained for the performance of this contract:

1. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work at public facilities. Contractor is responsible for conducting sufficient background checks before commencing work under this agreement, to ensure no employees performing work in the City of Orange on behalf of the contractor, are listed on the National Sex Offender Public Registry (NSOPR). Contractor shall monitor employee security records to ensure no existing or new employees performing work under this agreement are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety. Please see the Contract Agreement ("Agreement") for the specific details that will be required of the Contractor and its employees.
2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings. The contractor shall not allow the use or presence of alcohol or drugs on the premises or in the buildings.
3. Conduct: No person(s) shall be employed for this work who is/are found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs,

or who fails or otherwise refuses to perform the work properly and in a suitable fashion. The contractor shall immediately remove such persons from the performance of work under this Agreement.

4. Supervision of Staff: Contractor shall provide one supervisor/foremen, who shall be present at all times during night operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foremen shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for its entire staff in areas of Safety and Job Duties. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training regarding custodial services.
6. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name. A photo ID Badge is to be worn at all times. ID badges must have the name of the individual, contractors name and a 24 hour emergency contact number.
7. Adequate Safety: Applicable warning devices shall be used by the contractor when there is a safety hazard (i.e., rain-slip), waxing or wet mopping floors, or as needed to ensure the safety of City employees and members of the general public while at or on City buildings and facilities. Contractor shall be responsible for adequately instructing their employees regarding all safety measures. Contractor shall adhere to CalOSHA regulations at all times. All equipment used by the contractor shall be maintained in a safe operating condition at all times and be free from defects. All employees of the contractor must wear proper personal protective equipment while working at or on any of the City's buildings or facilities.
8. Non-Smoking Facilities: All City buildings and facilities are designated as non-smoking facilities. No employee of the contractor shall smoke while within twenty-five (25) feet of any entry of said buildings or facilities.
9. Keys: Contractor shall establish and implement methods for ensuring that all keys & key cards issued to contractor by the City are not lost, misplaced, or used by unauthorized persons. No keys or keycards issued to contractor by the City shall be duplicated without prior written authorization from the City. Contractor shall report to the City any and all occurrences of lost or duplicated key/keycards. In the event the City discovers that keys/keycards have been lost or duplicated by the contractor's employees, the City may require the contractor to re-key or replace the affected lock or locks or perform re-keying or keycard replacement, in which event the City may deduct the total cost from any compensation due to Contractor. It is also the responsibility of Contractor to prohibit the opening of locked areas or to permit entrance of persons other than the contractor's employees engaged in the performance of assigned work in those areas.

10. Tracking: All Restrooms shall have a "Restroom Service Sheet" completed on a daily basis to ensure an adequate level of cleanliness and sanitation is maintained. These sheets will be turned in by the contractor each month and reviewed by the City.
11. Maintenance Repairs: Contractor shall report any maintenance repairs needed (i.e., leaking faucets; clogged drains; broken electrical plugs; lights out, etc.) to the City's Community Services Department facilities maintenance division by phone (714-532-6464) or email at (dequitz@cityoforange.org). To prevent clogging of drains, all wax stripper and dirty mop water are to be emptied into a flush toilet, only and not into any of the urinals or floor sinks. No cleaning solutions are to be dumped or released to the environment. This includes in any of the parking lots.
12. Standard Forms: Listed below are some of the standard forms that will be used to communicate the City's needs and requirements.
 - a. Performance Inspection Form
 - b. Service Request Form (e-mail request)
 - c. Service Complaint Form
 - d. General Notes: E-mails; memos, verbal instructions and voicemails.
13. Contact Information: The Contractor shall provide the following contact information.
 - a. 24 hour Contact number
 - b. Emergency Contact number
 - c. Custodial Hotline
 - d. E-mail address
 - e. General Manager
 - f. Account Manager
 - g. On-site supervisors
14. Response Time/ Correction of Deficiencies: Response time to City needs (i.e., contractor's personnel arriving at the city facility to respond to a request) during the contractor's normal work schedule is to be within 1 hour of the contractor's receipt of notice from a city representative. During off hours, the response time is to be within two (2) hours of the contractor's receipt of notice from a city representative. Unless otherwise agreed to by and between the contractor and the city's representative, the time allowed to correct non-conformances (i.e., corrective actions) shall be 2 hours from receipt of the correction notice.
15. Recycling: Contractor's employees shall perform services as specified by the City's authorized representative(s) to implement the City's recycling program. This requirement includes all facilities covered under the agreement where recycling practices are currently in place and any facilities that City staff may add to the recycling program during the term of the Agreement. The City prohibits the contractor from salvaging any items from trash cans or bins.

16. Damage to City Property: Contractor shall be liable for any and all costs associated to damage or verifiable theft by Contractor to any property of the City or an employee of the City which is in any way related to the acts of the contractor or contractor's employees of obligations under the Agreement. Contractor shall not remove any property of any type from the City's buildings or facilities without the expressed written consent of the City. A written report of damage or theft must be submitted to the City within 48 hours of occurrence.
17. City of Orange Telephone Usage: City owned telephones (including cell phones) shall not be used by the contractor or its employees for personal reasons during the execution of the scope of work with the following exception(s):
- a. To report medical emergencies, a fire or the need for law enforcement, in which event the contractor's employees or agents may use a City phone to dial 9-911 from any extension.
 - b. Notification to the City of Orange Community Services Department Facilities Maintenance of damage or maintenance needed as required in this Agreement.
 - c. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.
18. Building Security: The Contractor shall keep all exterior doors closed and locked during the performance of work when any City facility is not open for business (or as otherwise directed) and shall ensure that all doors are locked at the end of a shift, unless otherwise authorized or directed by a City representative. Security systems and automated locking systems within city buildings or facilities shall be activated immediately after custodial service is completed in specific building(s). The City shall instruct the contractor on the manner in which to activate any such security system.
19. Remedy for Failure to Perform Required Service: If the contractor fails to execute the work in the manner and at such locations as specified, or fails to maintain the work schedule which will ensure the City's interest, or if the contractor is not carrying out the interest of the contract, the City shall notify the contractor both verbally and in writing requiring satisfactory compliance with the terms of the Agreement. If the contractor does not perform the work in question within the time specified in said notice or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the contractor and may be deducted from any money due or becoming due from the City. The City may, in addition, withhold from monies due to the contractor the sum of three hundred dollars (\$300.00) per day for each and every calendar day delay in finishing the work within the time specified. If the sums due under the contract are insufficient for completion, the contractor shall pay to the City within five (5) business days after the completion, all costs in excess of the sum due. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

20. Extra Work /Project Cleaning: Work not considered to be routine or not done on a regular schedule, and not considered under these specifications or otherwise in the contract shall be considered extra work. This type of work may only be completed at the request of the designated representative of the City. See the terms of the Contract for the procedures to be followed for additional work or services.

The following are examples of the type of work, which are considered extra work or services:

- a. Cleaning areas not defined within these specifications;
 - b. Increasing frequency of cleaning; or special projects.
 - c. Hazardous Material (Haz Mat) clean up.
21. All vehicles used by the custodians employed by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle. All vehicles shall be supplied with a GPS tracking device. The City representative shall be provided access to the tracking software on his/her desktop.
22. All custodial supervisors, day porters and at least one (1) person on each custodial crew must speak fluent English.
23. National Pollutant Discharge Elimination System (NPDES) Requirements:
- a. The contractor shall comply with Local, State and Federal NPDES regulations including County Drainage Area Management Plan (DAMP) and the Agency's Local Implementation Plan (LIP) at all times while providing services to the City of Orange.
 - b. The Contractor shall apply Storm Water Best Management Practices (BMP's) for all pollution prevention of any discharge of waste water, chemicals, trash, debris and any other pollutants to the storm drain system and/or waters of state.
 - c. Simply stated, all work is to be performed in a zero discharge manner. All water, chemicals, materials, products and supplies used for cleaning is to be recovered and properly disposed of within all applicable regulations.
 - d. All mop and cleaning water used by the custodial contractor is to be dumped down a toilet and flushed.

Section B
COMMUNITY SERVICES DEPARTMENT
PARKS, RESTROOMS AND RELATED FACILITIES

Restrooms, buildings, and community rooms are to be cleaned after 11:00 PM and before 5:00 AM. Restrooms requiring a second service on weekends and holidays are to be cleaned between 12:00 PM and 3:00 PM.

All square footage and number of restrooms per park listed below should be verified by potential proposers, as needed, for proper pricing.

Note: Custodial contractor to check the restrooms to ensure they are locked and unlocked (opened) at the proper times and that all restrooms are locked when cleaning is completed.

EISENHOWER PARK

2894 N. Tustin (1,096 sq. ft.)

- Two (2) restroom buildings; four (4) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

EL CAMINO PARK

400 N. Main (2,035 sq. ft.)

- Three (3) restroom buildings; seven (7) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

EL CAMINO PARK COMMUNITY ROOM

400 N. Main (1,500 sq. ft.)

- Multipurpose room for public use; three (3) exterior restrooms attached with multiple stalls
- Two (2) interior restrooms with multiple stalls
- Service 7 days a week (including holidays); once daily
- Schedule I, II & III service

EL MODENA PARK

555 S. Hewes (850 sq. ft.)

- Three (3) restroom buildings; four (4) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

FRED BARRERA PARK**8380 E. Serrano Avenue (960 sq. ft.)**

- One (1) restroom building; two (2) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

GRIJALVA PARK**(1) N. Prospect (986 sq. ft.)**

- Community Room building; two (2) restrooms attached with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule I, II & III service

GRIJALVA SPORTS CENTER**368 N. Prospect (14,457 sq. ft.)**

- Schedule I, II & III service
- 7 days a week service (including holidays, except for Christmas Day); once daily
- Entry area, lobby & hallways
- Two (2) large interior restrooms with multiple stalls each
- Daily spot cleaning of interior windows and glass doors to remove all smug marks up to 8ft tall.
- Exterior and Interior Windows to be cleaned 2 times per year.
 - Necessary precautions to be taken to ensure that the exterior window tinting is not damaged by the cleaning process.
- Main entrance entry has two outdoor dedication plaques that need to be maintained in new condition.
- Standard bleachers to be cleaned three (3) times per week
- Large bleachers to be pulled out and cleaned one (1) time per month
 - Large bleachers will be pulled out by City staff
- Arts & crafts/training classrooms (1756 sq. ft.)
- Carpeted Office area (1,269sq ft.)
- Dance Room with mirrored walls (1,548sq ft.)
- Mirror walls are to be maintained in a clean, smudge and dust free condition.
- High dusting of suspended ceiling panels to be completed monthly throughout facility.
- Deep cleaning of Sport Center to take place during Christmas break.
- NOTE: Wooden Gym Floor and Dance Room Wood Floor is not part of the custodial contract.

HANDY PARK RESTROOM**2143 E. Oakmont (960 sq. ft.)**

- One (1) restroom building; two (2) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

HANDY PARK COMMUNITY ROOM**2143 E. Oakmont (1,200 sq. ft.)**

- Multipurpose public use room
- 7 days a week service, including holidays; once daily
- Schedule I, II & III service

HART PARK**701 S. Glassell (2,220 sq. ft.)**

- Four (4) restroom buildings; eight (8) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

HART PARK COMMUNITY ROOM**701 S. Glassell (820 sq. ft.)**

- Multipurpose room for public use
- 7 days a week service (including holidays); once daily
- Schedule I & II service

HART PARK POOL BUILDING- Seasonal from May 28 through August 31**701 S. Glassell (3,524 sq. ft.)**

- Two (2) interior restrooms with multiple stalls
- Includes lobby, locker rooms and upstairs offices
- 7 days a week service (including holidays); once daily
- Schedule I & II service
- Deep cleanings during the last week of May and the last week of August.
- Specify the price per month, which may be used for calculating a reduction or extension of seasonal dates. Price will be divided by 4.3 to arrive at a weekly pro-ratable amount.

HART PARK POOL BUILDING- EXTERIOR RESTROOMS**701 S. Glassell (860 sq. ft.)**

- One (1) restroom building; two (2) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

KILLEFER PARK RECREATION CENTER**615A N. Lemon (2,100 sq. ft.)**

- Multipurpose Community Services building including a meeting room and lobby
- Two (2) interior restrooms with multiple stalls (no power reel washing at this facility)
- 7 days a week service (including holidays); once daily
- Schedule I & II service

LA VETA PARK

3700 E. La Veta (960 sq. ft.)

- One (1) restroom building with two (2) restrooms
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

MCPHERSON ATHLETIC FACILITY

333 S. Prospect (950 sq. ft.)

- One (1) restroom building; two (2) restrooms attached with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

OLIVE PARK

2841 N. Glassell (960 sq. ft.)

- One (1) building; two (2) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

OLIVE PARK COMMUNITY ROOM

2841 N. Glassell (3,166 sq. ft.)

- Multipurpose room for public use with kitchen
- Two (2) interior restrooms with multiple stalls
- 7 days a week service, including holidays; once daily
- Schedule I & II service

PITCHER PARK

204 S. Cambridge (180 sq. ft.)

- One (1) restroom building; two (2) restrooms with multiple stalls
- 7 days a week service, including holidays; once daily
- Schedule II & III Service

SANTA FE DEPOT METROLINK TRAIN STATION

184 S. Atchison

MetroLink Station Area including restrooms, concrete areas and pedestrian undercrossing.

- Two (2) restrooms (100 sq. ft.) with multiple stalls
- Passenger waiting areas
- 7 days a week service, including holidays; twice daily
- Service to be performed as noted on Schedule IV & III

1) Day Porter Service Hours: two hours in the morning, two hours mid-day and two hours early evening, seven days per week (7/365).

- a. Plus any additional hours needed to maintain the Santa Fe Depot Train Station area (as detailed in this scope) which includes specifications, cleaning schedules, quality standards and requests by the designated City of Orange representative.

- 2) Clean and sweep concrete pathways, platforms and walkways including Pedestrian Undercrossing. Concrete pathways, platforms and walkways are to be washed down as needed.
- 3) Check all restrooms for supplies and inspect to see that they are properly cleaned, sanitized and disinfected. Correct any problems with supplies as well as cleaning and disinfecting.
- 4) Restrooms to be power washed twice weekly with an "Advanced Reel Cleaner" using the manufacture's recommended procedures. <http://www.advance-us.com/products/specialtyproducts/allpurposesystems/reelcleaner.aspx>. Recover all wastewater per NPDES regulations.
- 5) Confirm gates are locking and unlocking at designated times, report any discrepancies to City of Orange representative.
- 6) On rainy days, place safety warning signs in areas where a slip hazard exists.
- 7) Monitor and pick up trash and debris throughout Metro-Link Train Station and planter areas.
- 8) Dog or human droppings found during normal business hours should be removed as part of the normal maintenance operations.
- 9) Maintain common areas in clean condition including removing trash from the planter and platform areas. Common areas should be washed down, as needed.
- 10) Empty trash containers at entrance of restrooms and on train platform. Wipe down all waste containers and replace liners, as needed.
- 11) Wipe clean, disinfect and polish metal mirrors and restroom fixtures including sink, faucet, and toilet tissue holders, air hand dryer, trash receptacles and sanitary product containers.
- 12) Clean and disinfect toilets, sinks, fixtures, doors, walls, towel and toilet paper dispensers, door handles and other hand touched areas.
- 13) Wash all splash marks from walls around the sinks.
- 14) Wipe down and sanitize ceramic tile walls, ceiling, toilet compartments and partitions
- 15) Remove cobwebs from all areas.
- 16) Refill soap, tissue and seat covers daily and as needed upon mid-day inspection.
- 17) Clean bowl rims thoroughly (stainless steel cleaner and disinfectant)
- 18) Clean and polish drinking fountains, chrome under sinks, keep toilets free of scale.
- 19) Clean partitions. Remove and report Graffiti to (714) 744-7279.
- 20) Thoroughly mop floors with a disinfectant cleaner
- 21) Pour one gallon of water and one-half a gallon of bleach into the floor drain alternating days.
- 22) Monitor all concrete areas including undercrossing, train platform, pathways and walkways for trash and debris
- 23) Replace air fresheners when less than 5% of product remains (replace batteries as needed).
- 24) Report any plumbing or facility repairs to the designated City of Orange representative.

Water Quality Management Plan

Best Management Practices (BMP) for Operations and Maintenance of Pedestrian Undercrossing.

Maintenance and Inspection Responsibility for BMP's:

- A. Train employees and tenants on water quality impacts. Distribute brochures "Ocean Begins At Your Front Door"
- Frequency: Annually and for new employees during orientation.

- B. Restrict activities such as when washing and hosing of platforms/concrete areas into storm drains, recover water.
- C. Inspect inlets (storm drains) for trash and sediment accumulation
Frequency: Quarterly and after major rain events, greater than ½" rain per day.
- D. Inspect top of the vault unit to ensure the phase "No Dumping Drains to the Ocean" is visible.
Frequency: Quarterly and after major rain events, greater than ½" rain per day.
- E. Inspect Storm Filter Vault for trash and sediment accumulation. Clean accessible trash and report any inaccessible trash and sediment to the designated City of Orange Representative.

SANTIAGO HILLS PARK

8040 E. White Oak Ridge (700 sq. ft.)

- One (1) restroom building; two (2) restrooms with multiple stalls
- Schedule II & III service
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily

SENIOR CENTER,

170 S. Olive, 12,300 sq. ft.

- Two-story multipurpose community services building
- Two (2) interior restrooms with multiple stalls
- Various administrative offices on both floors.
- Various crafts and work centers on first floor.
- Multipurpose room on first floor.
- One (1) large commercial kitchen to include counter tops, sinks, stove tops, empty out refrigerator, remove all trash and food trash, floor drain servicing, clean out, and flush.
- Building is 45% carpeted
- One (1) service elevator
- Monday through Saturday service; once per day
- Service to be performed between 1:00 a.m. and 6:00 a.m.
- Schedule I & II service

SENIOR CENTER DAY PORTER

- One (1) day porter
- Monday through Friday; 8 hours per day (7:00 am to 4:00 pm)
- Will report to and take direction from the Senior Center Director, Assistant Director or his/her designee, and/or City of Orange designated representative.
- May provide room set-up, when needed
- Schedule I & II service

SENIOR CENTER WEEKEND KITCHEN, RESTROOMS, BALLROOM, LOUNGE & LOBBY CLEANING

- Cleaning of facility on a call out basis (4-hrs. labor estimate). Normally this will be on a Saturday or Sunday evening with a one-week advanced notice.

SERRANO PARK

2349 N. Apache Creek (400 sq. ft.)

- One (1) restroom building; two (2) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

SHAFFER PARK

1930 N. Shaffer (692 sq. ft.)

- Two (2) restroom buildings; four (4) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

SHAFFER PARK COMMUNITY ROOM

1930 N. Shaffer (3,134 sq. ft.)

- Multi-purpose public use room, with kitchen, and office/cubbies room
- Two (2) interior restrooms with multiple stalls
- Nightly cleaning of all entry/exit glass doors.
- Monthly interior and exterior window washing up to 8 ft. height.
- 7 days a week service (including holidays); once daily
- Schedule I & II service

STEVE AMBRIZ MEMORIAL PARK & COMMUNITY ROOM

610 Riverbend Parkway (2,220 sq. ft.)

- Multi-purpose community room for public use
- Two (2) attached restrooms with multiple stalls
- 7 days a week service (including holidays); once daily
- Schedule I, II & III service

YORBA PARK

190 S. Yorba Street (153 sq. ft.)

- One (1) restroom building; two (2) restrooms with multiple stalls
- Monday through Friday; once daily
- Saturday, Sunday and holidays; twice daily
- Schedule II & III service

Shaffer Park and Olive Park Kitchens

Kitchen areas at Shaffer Park and Olive Park Community Rooms shall include monthly cleaning, inside and out, of refrigerators, stove/ovens and microwave and walls. To be included on a monthly basis is a thorough scrubbing/degreasing and deep cleaning of the kitchen tile flooring. It is to be understood that these two facilities are used frequently for weekend, community rental parties, and weekday children's daycare and that thorough and complete daily cleaning of these entire facilities is expected within the scope of work of the nighttime custodians.

Section C
Cleaning Schedule Specifications

Schedule I

Daily Services - General Building and Office Areas (All Areas)

1. Sweep all composition floors.
2. Sweep all outside entrances for trash
3. Spot dust for cobwebs in all areas of the building
4. Remove debris from ceilings, walls, and floors
5. Spot vacuum rugs and carpeting.
6. Clean corners and remove cobwebs and dirt.
7. Dust accessible desktops.
8. Clean luncheon tables and position chairs.
9. Clean drinking fountains
10. Empty all wastebaskets and other waste containers. Carry trash to designated area and replace liners with new.
11. Clean and service smoking stands where applicable.
12. Spot clean partitions, doors, grab bars, panic hardware, doorknobs, handles, doorframes and around wall switches.
13. Maintain janitor's closet in clean and orderly manner.
14. Spot clean office partition glass and interior door glass.
15. Thoroughly clean all glass entry doors.
16. Spot mop resilient floors for spillage, dirt etc.
17. Spot clean carpet for spillage, stains, etc.
18. Vacuum or sweep elevator cabs where applicable.
19. Wipe clean all elevator doors and control panel to remove finger marks where applicable.
20. Clean all stairwells and landings twice weekly, vacuum if carpeted (remove cobwebs).
21. Dust bookshelves, minor signage
22. Report broken or missing items to contract administrator or his/her Designee
23. Establish a lost and found box at each building location to provide a collection point for items found such as keys, jewelry, bolts, brackets, machine parts, pens, etc.

Weekly Services - General Building and Office (All Areas)

15. Sweep inside and outside stairways (twice per week).
16. Vacuum all carpets
17. Dust banisters and handrails.
18. Polish drinking fountains.
19. Damp mop and buff all tile floors to ensure a slip resistant high gloss finish.
20. Spot clean woodwork for finger marks and stains.
21. Dust ledges, door trim, partition tops and moldings.
22. Dust chairs, tables, telephones, filing cabinets and other office furniture.
23. Dust windowsills, ledges, and chair rails, partition trim and low moldings.
24. Low dust all chair rungs and office furniture.
25. Dust the large hanging orange ball and hanging animal heads inside the main library.
26. Dust pictures, clocks and major signage.
27. Spray buff all main aisles and corridors as needed to ensure a slip resistant high gloss finish.

Power wash the Parks restrooms with Advance Reel Cleaner using the manufacture's procedures. <http://www.advance-us.com/Products/Commercial/SpecialtyProducts/ReelCleaner.aspx>

Monthly Services - General Building and Office Areas (All Areas)

1. High dust moldings, doors and window casings.
2. Brush down wall and ceiling vents.
3. Clean, machine scrub (strip wax if necessary), wax and machine polish all vinyl floors to ensure a slip resistant high shine surface.
4. Clean and wipe down baseboards.
5. Vacuum draperies and blinds
6. Wash handrails.
7. Wash and disinfect wastebaskets on a rotation basis.
8. Detail carpet edges under and around furniture and behind doors.
9. Vacuum upholstered furniture

Schedule II

Daily Services - Restrooms

1. Empty and disinfect all waste paper containers, replace liners with new.
2. Clean and polish mirrors.
3. Clean and disinfect all toilet tissue, towel, trash and product sanitary containers
4. Clean and disinfect toilets, urinals and sinks (inside and out) removing scale and all other organic material.
5. Clean and disinfect both sides of toilet seats.
6. Clean and disinfect handles, knobs, and all other hand touched areas.
7. Clean all splash marks from wall over sinks.
8. Wipe down with disinfectant ceramic tile walls, toilet compartments and partitions.
9. Refill soap, towel, tissue, seat cover dispensers and sanitary product dispensers.
10. Clean, disinfect and wipe dry all counter tops.
11. Clean and polish drinking fountains, chrome under sinks, toilets and urinals to keep scale free.
12. Spot clean partitions for smudges and remove graffiti.
13. Wipe clean tops of partitions.
14. Spot clean walls (with disinfectant) for splashes around sinks and urinals.
15. Pour a minimum of one gallon of water into floor traps to prevent odors.
16. Thoroughly mop floors with disinfectant solution.
17. Thoroughly clean and sanitize shower facilities (as required – site specific)
18. Remove debris from ceilings, walls, and floors
19. Remove cobwebs from all areas of restroom
20. Inspect and clean restroom entrance area of trash and debris
21. Replace air fresheners when less than 5% of product remains.
22. MetroLink/Train Depot – power wash once per week
23. Report any plumbing or facility issues (repairs needed) to the City's Facilities Services Department (714-744-5566).

Note: The Waterless Urinals require special cleaning procedures. The training of custodial personnel shall be the responsibility of the Contractor. The cleaning procedures can be found at www.kohler.com. While the City will pay for, furnish, and apply the urinal treatment products, the Contractor shall be responsible for regular cleaning. If the Contractor has any questions regarding the cleaning procedures, it shall contact and confer with the City's representative.

Schedule III

Quarterly and Annual Cleanings

Concrete Floor Treatment in Restrooms

The below restroom floor treatment is to be performed four (4) times annually on all concrete floor restrooms in the City's Parks.

- 1) Scrub and thoroughly clean floors with a heavy duty 'degreasing' product using power floor equipment with a designated 'concrete' brush.

The below restroom floor treatment is to be performed one (1) time annually on all concrete floor restrooms in the City Parks:

- 2) Strip, scrub and thoroughly clean and prep restroom floors in preparation for sealant.
- 3) Seal floor with two (2) coats of 511 impregnator sealant.

Window Cleaning

Window washing at all contract city park facilities two (2) times a year. To be performed on the following months. **May Inside and out, September Outside only** (excludes Grijalva Sports Center as this is included with the normal service at this location).

Window washing at the Shaffer Park Community Building shall include:

- Two (2) times a year, inside and out cleaning, of all windows.
- Nightly cleaning of all entry/exit glass doors.

Carpet Cleaning

Carpet cleaning of high traffic areas in all contracted City parks buildings and Senior Center shall be done two (2) times a year. All other carpeted areas to be cleaned one (1) time a year. Carpet cleaning shall be spin and bonnet type. Carpet stain cleaning will require a steam extraction method of cleaning and will be complete on an "as needed basis".

Section D
Supplies and Equipment

The contractor is to provide all supplies: to carry out the cleaning and disinfecting operations within this contract, and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contractor shall submit a written list of all supplies (i.e. cleaners, disinfectants, floor cleaners, and wax) with attached Material Safety Data Sheets (MSDS) intended for use in the buildings for approval by the City of Orange. In addition to cleaning supplies the contractor shall also supply all glass cleaner, floor stripper, furniture polish, Sheila Shine Stainless Steel Cleaner (use at OPD), Swifter Dusters (used at OPD Dispatch) etc. **All cleaning products and supplies to be approved by the City prior to use.** Any supplies not on the approved list must be removed from the premises. Adequate quantities of properly labeled supplies (minimum of two weeks inventory) must be on-hand to perform cleaning at all times. Specialized green style cleaners to be used when possible. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.

The City of Orange will furnish: paper goods, trash can liners and hand soap. This includes lunch room napkins & paper towels, plastic trash bags (assorted sizes), toilet tissue, sanitary napkins, toilet seat liners and hand soap.

- m. Paper Towels
- n. Toilet Paper
- o. Sanitary Napkins
- p. Tampons
- q. Hand Cleaning Soap
- r. Sanitary Napkin Liners
- s. Plastic Trash Bags (assorted sizes)
- t. Other Items as needed (approval of Facilities Superintendent required)
- u. Urinal screens / Bowl Blocks / Deodorizers
- v. Seat Covers
- w. Some Disinfectants / Deodorizers

The contractor is to provide all equipment: to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout all the buildings to be cleaned. The contractor shall submit a written list of all equipment, by quantity, name brand and model (i.e. six (6) Advance 16" Carpet twin HEPA filter Vacuums – two (2) Rotary buffing machines 18" - one (1) carpet extractor w/ power-head) – two (2) Advance Reel Cleaners with manufacture's recommended cleaning solutions. All equipment is to be listed in Contractor's proposal that is used for daily cleaning requirements. In case of equipment breakdown, forty eight (48) hours repair or replacement time will be allowed. All of the Contractor's equipment is to be marked with a minimum of their company name.

Section E **Quality Standards**

The following Quality Standards (cleaning standards) shall be used on a daily basis, and during the Performance Inspection process to assess the quality of the cleaning per the nine (9) major areas identified below.

Offices - Cleaning Standards

Furniture and Equipment: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Telephones: Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.

Lamps: Shall be free of dust, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Walls and Doors: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, hand prints and cleaner residue.

Waste Containers: Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.

Partitions: Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Floors, Carpet and Baseboards: Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

Restrooms – Cleaning Standards

Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City of Orange. An inspection team shall closely monitor sanitation levels.

Dispensers: Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with the proper expendable supply item.

Sanitary Napkin Dispensers/Disposal Canisters: Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and be disinfected inside and out. This shall include the elimination of film, streaks, and cleaner residue. Disposal bags are to be replaced with new bags daily.

Hardware: Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks: Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of polish residue.

Mirrors: Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals: Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots. Under rim areas will be regularly inspected for cleanliness. Waterless urinals to be cleaned as needed to ensure proper operation while reducing the urine smell to an acceptable level as specified by a City of Orange representative.

Partitions: Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers: Contents shall be removed from waste containers and can liners replaced with new. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.

Waste Containers: Stainless steel to be cleaned using the proper cleaning products.

Walls and Doors: Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and Wainscoats; metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Cove-bases : Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove-bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents: Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Entrances – Cleaning Standards

Mats and Carpet: Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue.

Glass and Metal Surfaces: Shall appear streak-free, film-free, and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.

Corners/Thresholds: Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.

Floors Cove-bases and Carpet: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Elevators – Cleaning Standards

Tracks: Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

Lights: Shall be free of dust, cobwebs, soil, spots, and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

Corridor – Cleaning Standards

Floors Cove-bases and Carpet: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Water Fountains: Shall be free of dust, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

Stairwells – Cleaning Standards

Rails and Walls: Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings: Shall be free of dust, cobwebs, dried soil, gum, stains, and debris. This shall include risers and cove-bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

Windows & Blinds – Cleaning Standards: The contractor is responsible for cleaning the interior and exterior of the building windows per the specification. Blinds shall be cleaned by dusting and/or wiping with damp cloth. Windows to be dirt and streak free. Special precautions are to be taken to ensure window films/tinting is not damaged during the cleaning process.

Miscellaneous – Cleaning Standards

Air Vents: Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Janitor Closets and Storerooms

Shelves: Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked, organized, neatly on shelves.

Janitor Carts: Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized neatly.

Equipment: Shall appear visibly clean and organized. All mops will be wrung out and the mop buckets are to be empty and clean when not in use.

Walls: Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Utility Sinks: Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Bright work shall be cleaned, de-scaled and polished.

Floors: Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

Section F
Performance Inspections

Custodial

The purpose of the Performance Inspections is to ensure a high level of workmanship as well as to ensure the Quality, Health and Cleaning Standards throughout this Scope/Specification are consistently achieved. Attached is a Performance Inspection Sheet that will be used by both the contractor and the City of Orange to monitor performance. The following intervals will be used for these inspections.

7. Contractor – Weekly
8. City of Orange – Weekly
9. The Contractor shall perform weekly quality inspections of all sites and submit a written inspection report to the City of Orange. The contents and format of the inspection report shall be determined by the contractor and the City of Orange at the execution of the Agreement. A Performance Inspection Form will be provided by the City of Orange.
10. The Contractor shall perform quality inspections with the City of Orange designated representative. This inspection shall be of all sites covered by this Agreement with a written inspection report summary submitted by the City of Orange designated representative.
11. All noted deficiencies shall be corrected within 48 hrs. of inspection. Repeated deficiencies of the same nature and site could result in penalties including contract termination as outlined in the Agreement.

Each Restroom will have a “Restroom Service Record” signature sheet on site. These will be filled out daily and collected monthly for reviewing purposes by the City of Orange.

Custodial Performance Inspection sheet and Schedules I, II, and III daily will be posted at each facility for the Contractors employees to use as reference and City staff to monitor.



Sample Custodial Performance Inspection Form

Building: _____

Date: _____

PERFORMANCE INSPECTION FORM				
Dept.:	ABOVE STANDAR D	STANDAR D	BELOW STANDAR D	INSPECTOR:
AREAS INSPECTED				COMMENTS
1. Entrances & Lobbies				
a. Mats, Carpets				
b. Glass, Metal Surfaces				
c. Corners, Thresholds				
d. Dusting				
e. Floor Appearance				
f. Sweeping, Vacuuming				
g. Walls				
h. Fixtures				
i. Walkways / Breezeways				
2. Elevators				
a. Tracks				
b. Lights				
c. Walls, Doors				
d. Floors, Carpets				
3. Corridors/Circulation Areas				
a. Sweeping, Vacuuming				
b. Floor Appearance				
c. Baseboards				
d. Walls				
e. Water Fountains				
f. Fixtures				
4. Stairwells				
a. Rails, Walls				
b. Steps, Landings				
5. Restrooms				
a. Dispensers, Hardware				
b. Sinks				
c. Mirrors				
d. Toilets, Urinals				
e. Partitions/Walls				
f. Floors, Baseboards				
g. Waste Containers				
6. Offices/Conference Rooms/Library				
a. Furniture				
b. Telephones				
c. Walls, Doors, Spot Cleaning				

d. Waste Containers/Recycling				
e. Partitions				
f. High/Low Dusting				
g. Floor Appearance				
h. Sweeping, Vacuuming				
i. Baseboards				
j. Edge vacuuming				
7. Windows				
a. Glass				
b. Sills, Frames				
c. Blinds				
8. Miscellaneous				
a. Air Vents				
b. Light Fixtures				
c. Carpet Spotting				
d. Vending areas				
e. Floor waxing, Spray buffing				
9. Janitor Closets				
a. Cleanliness				
b. Organization				
c. Supplies/Equipment				
10. Recycling				
a. Paper Recycling Bins				
b. Beverage Container Bins				
11. Kitchen				
a. Kitchen				
b. Kitchen Sinks				
c. Kitchen Counters				
d. Kitchen Table & Chairs				
e. Kitchen Floors				
f. Kitchen Appliances				

Notes:

Corrective Actions:

Completed By: _____

Date: _____

Restroom Daily Service Record

Month/Yr: _____ Building: _____ Restroom Location: _____

<i>Restroom Daily Service Record</i>				
Serviced by:	Time	Day of Month	Serviced by: (2nd Service)	Time: (2nd Service)
		1		
		2		
		3		
		4		
		5		
		6		
		7		
		8		
		9		
		10		
		11		
		12		
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		28		
		29		
		30		
		31		

Section G
City of Orange Contact Information

For CITY PARKS

City of Orange – Community Services

Donald Equitz, Sr. Landscape/Project Coordinator
637 W. Struck Ave
Orange, CA. 92867
Office: 714-532-6464

Paul Miller, Parks Maintenance Supervisor
637 W. Struck Ave
Orange, CA 92867
Office: 714-532-6472

David Nobbs, Parks Maintenance Supervisor
637 W. Struck Ave
Orange, CA 92867
Office – 714-532-6468

City of Orange – Graffiti Hotline

(714) 744-7279

City of Orange Police Department (non-emergency)

(714) 744-7444

Attachment No. 3

FEE SCHEDULE

**ALL PAGES IN THIS ATTACHMENT
MUST BE SUBMITTED IN
A SEPARATE SEALED ENVELOPE**

Fee Schedule for RFP No. 190-24

Cost for Custodial Services for City Parks

Prices valid for first three years of agreement

Facility	Monthly Rate
Eisenhower Park (1,096 s/f)	
El Camino Park (2,035 s/f)	
El Camino Park Comm. Room (1,500 s/f)	
El Modena Park (850 s/f)	
Fred Barrera Park (960 s/f)	
Grijalva Park (986 s/f)	
Grijalva Sports Center (14,457 s/f)	
Handy Park Restroom (960 s/f)	
Handy Park Comm. Room (1,200 s/f)	
Hart Park (2,220 s/f)	
Hart Park Community Room (820 s/f)	
Hart Park Pool Building (Seasonal) (3,524 s/f)	
Hart Park Pool Exterior Restrooms (860 s/f)	
Killefer Park Recreation Center (2,100 s/f)	
La Veta (960 s/f)	
McPherson Athletic Facility (950 s/f)	
Olive Park (960 s/f)	
Olive Park Community Room (3,166 s/f)	
Pitcher Park (180 s/f)	
Santa Fe Depot-Metrolink Train Station (100 s/f)	
Santiago Hills Park (700 s/f)	
Senior Center (12,300 s/f)	
Senior Center Day Porter	
Serrano Park (400 s/f)	
Shaffer Park (692 s/f)	
Shaffer Park Community Room (3,134 s/f)	
Steve Ambriz Memorial Park (2,220 s/f)	
Yorba Park (153 s/f)	
*Bi-annual cleanings at Hart Park Pool Building	

Total cost per year (including bi-annual cleanings and three months of seasonal custodial services at Hart Park Pool).

Annual cost \$_____

Fee Schedule for RFP 190-24

Cost for Custodial Services for City Parks

Prices valid for first three years of agreement

Provide separate cost for extra work or project cleaning as indicated below:

Description	Hourly Rate	Weekend Rate	Holiday Rate	Crew Size
Custodian for extra cleanings				n/a
Day Porter				n/a
Supervisor				n/a
Hazardous Materials. Clean-up Crew				
Tile Floor Waxing Crew				
Carpet Cleaning Crew				
Window Cleaning Crew				

Proposer's Signatures

Insert full name of Corporation (or General Partnership, Limited Partnership, Limited Liability Company, Sole Proprietorship):

If necessary, doing business as: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

COST FOR CITY FACILITIES

RFP No. 190-24
City of Orange - Cost Section A

Company Name: _____

Completed By: _____

Date: _____

Pursuant to the Request for Proposal No. 190-24 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Extra Work/Project Cleaning				Price
Day Porter Rate per hour				
Hourly Rate for additional cleaning per hour				
Weekend Premium Rate for additional cleaning per hour				
Holiday Premium Rate for additional cleaning per hour				

COST FOR CITY FACILITIES

RFP No. 190-24
City of Orange - Cost Section B

Attachment 3: Page 4

Company Name: _____

Completed By: _____

Date: _____

Pursuant to the Request for Proposal No. 190-24 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Civic Center	Hours per night	Approx. Square Footage		Price per day	Price per month	Price annual	Four Times / Year Carpet	Two Times/ Year Windows
Civic Center Basement	2	4,056						X
Finance Department	3	10,000						
Community Services Admin.	3	9,560						
Fire Headquarters	2	6,000						
Fire Prevention Modular	0.5	800					X	X
Orange Public Library	10	45,000						
Part-Time Day Porter	4						X	X
Civic Center Admin Bldg	4	13,800						
Council Chambers	2	4,000						
Civic Center Public Works Bldg	4	14,950						
Sub-Total	34.5							

COST FOR CITY FACILITIES

RFP No. 190-24
City of Orange - Cost Section C

Attachment 3: Page 5

Company Name: _____

Completed By: _____

Date: _____

Pursuant to the Request for Proposal No. 190-24 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Corp Yard/Police HQ	Hours per night	Approx. Square Footage		Price per day	Price per month	Price annual	Four Times /Year Carpet	Two Times/Year Windows
Corporation Yard Buildings								
Building 2								
1st floor	1	1,112						
2nd Floor	2	3,360						
Building 1								
1st Floor	2	3,727						
2nd Floor	3.5	6,640						
Garage		712						
Police Headquarters								
1st Floor	10	39,742						
2nd floor	8	35,902						
Lower Level & parking structure	3.5	16,250						
Day Porter (can be deleted)	8							
Sub-Total	38							

COST FOR CITY FACILITIES

RFP No. 190-24
City of Orange - Cost Section D

Attachment 3: Page 6

Company Name: _____

Completed By: _____

Date: _____

Pursuant to the Request for Proposal No. 190-24 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Outlying Buildings	Hours per night	Approx. Square Footage		Price per day	Price per month	Price annual	Four Times/Year Carpet	Two Times/Year Windows
Water Plant	2	7,305						
Taft Branch Library	2	7,874						
El Modena Branch Library	3	10,400						
Billed Separately								
Police Sub Station - Fort Rd.	2.5	10,360						
Police Sub Station								
Outlets of Orange	1	1,500						
Sub-Total	10.5							

COST FOR CITY FACILITIES

RFP No. 190-24
City of Orange - Cost Section

Attachment 3: Page 7

Company Name: _____

Completed By: _____

Date: _____

Pursuant to the Request for Proposal No. 190-24 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Sub-Totals		Price per month	Price annual	Four Times/Year Carpet	Two Times/Year Windows
Sub-Total Section B					
Sub-Total Section C					
Sub-Total Section D					
Total Section B - D					

Date: _____

If sole proprietorship, doing business as: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Attachment No. 4

Contract Agreement

CONTRACT

[Custodial Services for City *[insert name or location/facilities]* (Bid No. *-**)]**

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2020 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and **[insert legal name of Contractor]**, a **[insert the type of entity]** (“Contractor”), who agree as follows.

ARTICLE 1 Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment necessary to complete in good workmanship and substantial manner the work and services (the “Work”) described in the Custodial Specifications, which is attached as Attachment No. 1, at the locations and at the associated costs set forth in Attachment No. 2, which are incorporated herein by this reference.

b. The Work shall be performed in conformity with the Custodial Specifications at City buildings and facilities identified in the Custodial Specifications and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

c. Unless and until otherwise notified in writing by City’s Public Works Director, City’s **[insert title]**, **[insert name]** (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

ARTICLE 2 Commencement of Work

Contractor shall commence the Work provided for in this Contract within ten (10) days of the Effective Date and to diligently prosecute completion of the Work. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3 Compensation

a. Except for any additional work or services authorized by the Authorized City Representative, Contractor agrees to receive and accept an amount not to exceed **[insert amount]** DOLLARS and **[##]/100 (\$[insert amount])** as full compensation for furnishing all materials and doing all the Work described in the Custodial Specifications (the “Base Compensation). City shall pay to Contractor the sum of 1/12th of the Base Compensation **[or [insert amount]** DOLLARS and **[##]/100 (\$[insert amount])**] each month during the Initial Term; provided, however, that for each periodic carpet and window cleaning, City shall pay to Contractor the amount set forth in Attachment No. 2 for each of the facilities described therein for which such services and work are performed.

b. In addition to the regular janitorial and periodic carpet and window cleaning services to be performed by Contractor, the parties recognize that additional work and services may be required from time to time. In anticipation of such contingencies, the sum of **[insert amount]** DOLLARS and **[##]/100 (\$[insert amount])** may be made available in the discretion of the Authorized City Representative for payment to Contractor during the Initial Term or an Extension for any additional work or services authorized by the Authorized City Representative. The Authorized City Representative is authorized to reimburse Contractor for the actual costs incurred by Contractor in performance of any such additional work or services in accordance with such amount as the Authorized City Representative and Contractor may agree upon in advance. Contractor shall perform only that work or those services that are specifically requested and authorized by the Authorized City Representative from time to time during the Initial Term or an Extension.

c. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such work or services. Any cost estimate or proposal requested to be prepared by the Authorized City Representative will include a projection of recommended steps to be taken in the assigned matter and costs for each step.

d. As scheduled janitorial services, periodic carpet and window cleaning, and additional work or services are completed each month, Contractor shall submit to City an invoice for the work or services completed for the preceding month, authorized expenses and authorized periodic carpet and window cleaning or extra work or services actually performed or incurred. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

ARTICLE 4

Term; Extension; Compensation for Extension

a. The Initial Term of this Agreement is **[insert number]** (##) years (the “Initial Term”), commencing **[insert date]** and expiring on **[insert date]** (the “Initial Expiration Date”); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing on **[insert date]** and terminating on **[insert date]**, in an annual amount not to exceed **[insert amount]** DOLLARS and **###/100 (\$[insert amount])** without the prior written authorization of City; and
- Second Extension (the “Second Extension Term”) commencing on **[insert date]** and terminating on **[insert date]**, in an annual amount calculated as set forth in Subsection d, below, without the prior written authorization of City.
- **[Add additional Extension Terms as needed.]**

b. The City Manager is authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Contract. The City Manager is hereby authorized to approve and execute amendments to this Contract reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each Extension.

d. Increase in Compensation for Extension Term. If City exercises its option to extend the term of the Contract:

- (1) For the First Extension Term, there shall be no increase in compensation.
- (2) For the Second (or later) Extension Term, the Base Compensation payable to Contractor under the Contract shall be increased on the commencement date of the Second (or later) Extension Term to the lesser of: (a) the percentage of increase or decrease in the most recently published Consumer Price Index (“CPI”) for the preceding twelve months; or (b) two

percent (2%). In no event shall the Base Compensation payable to Contractor for the Second (or later) Extension Term be less than the Base Compensation payable immediately preceding that Term. The adjusted fee, if any, shall be rounded to the nearest dollar

(3) For the purpose of this Contract, the term "Consumer Price Index" or "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) (Los Angeles-Long Beach-Anaheim; all items, not seasonally adjusted; 1982-1984=100 reference base).

ARTICLE 5

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract, and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 6

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor and its workers shall be an independent contractor and not employees of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 7

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or

any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 8

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has complied and shall at all times before, during and after this Contract comply, in all respects, with the Displaced Janitor Opportunity Act; and

(3) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(4) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(5) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or sub-consultants to make these same representations and warranties required by this Article 13 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall deliver to City before the commencement of Work under this Contract for each and every employee assigned to perform Work under this Contract and, thereafter, during the term of the Contract for each and every prospective employee hired to perform Work under this Contract the following verification that all such employees are eligible to work in the United States:

(1) Records sufficient to establish that it has complied with the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and operated jointly by the United States Department of Homeland Security and the United States Social Security Administration, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986. Contractor shall retain such records for the duration of such employee's employment. The records maintained shall be immediately made available to City for inspection and audit upon written notice to Contractor by the City Manager; and

(2) A color photocopy of a current and active California Driver License or California Identification card issued by the Department of Motor Vehicles.

e. To the extent permitted by law, City shall conduct a background check on each and every prospective employee hired to perform Work under this Contract. No personnel of Contractor shall perform or commence to perform any services to City under this Contract unless and until City has conducted and completed to its satisfaction a Megan's Law check and a background check or, conversely, notified Contractor that it has elected not to conduct a background check on one or more of Contractor's employees or prospective employees. The background check will be similar to that used for non-sworn Public Safety City employees and will consist of, among other things, the taking of fingerprints by the California Department of Justice, a check of police records, and a Megan's Law check through the Sex Offender Tracking Program at the California Department of Justice. Contractor shall cooperate with City in its background check process and to use its best efforts to have its employees and prospective employees (if any) cooperate with City in that process.

f. All costs associated with the documentation and verification required in Subsection 13.d and 13.e shall be borne by Contractor. At such time as Contractor notifies City of the name(s) of the person (or persons) Contractor is considering to perform Work under this Contract, Contractor shall reimburse City for the actual cost to City associated with the conduct of a background check associated with the specified work location. If a prospective worker fails the background check, City shall refund to Contractor one half of the amount paid for such person. Contractor may not change employees working under this Contract without written notice to City, accompanied by the documentation and verification required herein for such employees.

Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City, to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract

g. If Contractor or a subcontractor knowingly employs an employee providing work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

h. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Regulations.

i. Contractor shall indemnify and hold City, its officers, officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 9

Displaced Janitor Opportunity Act

a. Contractor shall comply with the Displaced Janitor Opportunity Act (California Labor Code Section 1060 et seq.) (the "Act"), a copy of which is attached as Attachment No. 3 and incorporated herein by this reference.

[If applicable, insert sections b through l:]

b. **[Insert name of prior contractor]**, (who, together with any subcontractors retained by **[insert name of prior contractor]** to perform the janitorial or custodial services for City, shall be referred to herein collectively as "Prior Contractor") was the company under contract with City for the period prior to the Initial Term for the provision of the same work and services to City that are the subject of this Contract. **[Insert name and position]**, is the contact person for Prior Contractor. **[Insert name]**'s contact information is as follows:

[Name of Prior Contractor]

[Address]

Telephone: **[insert number]**

c. Pursuant to the Act, Contractor shall retain, for a 60-day transition period commencing with the Effective Date of this Contract, employees who had been employed by Prior Contractor, if any, for at least four (4) months prior to the Effective Date at any of City's buildings and facilities which are the subject of this Contract, unless Contractor has reasonable

and substantiated cause not to hire a particular employee based on that employee's performance or conduct while under the City's contract with Prior Contractor.

d. For those employees described in the immediately preceding paragraph that must be retained by Contractor, Contractor is required to make a written offer of employment to each of those employees in such employee's primary language or another language in which the employee is literate if each such employee's performance during the 60-day transition period is satisfactory. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than ten (10) days. The Act does not require Contractor to pay the same wages or offer the same benefits as were provided by Prior Contractor.

e. If at any time Contractor determines that fewer employees are needed to perform services under this Contract than were required by Prior Contractor, Contractor shall retain employees by seniority within the job classification.

f. Upon commencement of work and services by Contractor under this Contract, Contractor shall provide to the Authorized City Representative a list of employees and a list of the employees of any subcontractors retained to provide services at City's buildings and/or facilities. Such list (or lists) shall indicate which of those employees were employed at those same City buildings and/or facilities by Prior Contractor. Contractor is also required to provide City with a list of any of Prior Contractor's employees who were not retained either by Contractor or by any of its subcontractors, stating the reason those employees were not retained.

g. During the 60-day transition period, Contractor shall maintain a preferential hiring list of eligible covered employees not retained by Contractor, from which Contractor is required to hire additional employees until such time as all of the employees of Prior Contractor have been offered employment.

h. During the 60-day transition period, Contractor shall not discharge any employee retained pursuant to the Act without cause, which cause shall be based only on the performance or conduct of the particular employee.

i. At the end of the 60-day transition period, Contractor shall provide a written performance evaluation to each employee retained pursuant to the Act. If the employee's performance during that 60-day period is satisfactory, Contractor shall offer the employee continued employment. Any employment after the 60-day transition period shall be at-will employment under which the employee may be terminated without cause.

j. Contractor hereby certifies that it has read and reviewed the Act and fully understands the same, including the rights of an employee not offered employment or discharged in violation of the Act, which are set forth with particularity in the Act and, more specifically, at Labor Code Section 1062. Contractor further certifies that it has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities under the Act.

k. The aforementioned provisions of the Act apply to any subcontractors of Contractor. Contractor shall furnish or cause to be furnished to City evidence satisfactory to City that any subcontractor with whom Contractor has contracted for the performance of work or services pursuant to this Contract as of the Effective Date of this Contract has complied with the Act.

l. The failure of Contractor to comply with the Act after notice and reasonable opportunity to cure may result in a breach or default in the terms of the Contract, in which case City may terminate this Contract or take such other legal action as may be available to City under the circumstances and deemed appropriate.

ARTICLE 10

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 1

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, employees, attorneys, and contractors from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, employees, attorneys, or contractors. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts, the Displaced Janitor Opportunity Act, and other employee benefit acts with respect to Contractor's employees or

Contractor's subcontractor or its employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this 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 and the results of that work by Contractor, its agents, representatives, employees or subcontractors.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (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 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 | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 10.b, above, shall apply to City as an additional.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 10. The endorsements should be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. 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. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13 Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

ARTICLE 14 Indebtedness

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim, lien, or stop notice right against City, Contractor shall immediately upon request from City pay such claim or indebtedness or cause such lien or stop notice to be dissolved and discharged by giving a bond or otherwise and, in case of its failure so to do, City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the Custodial Specifications. Contractor shall pay to City the difference between the contract price and the actual cost to City in completing or causing the Work to be completed.

ARTICLE 15 Assignment

This Contract shall not be assigned in whole or in part, nor any duties delegated without City's prior written approval.

ARTICLE 16 Default; Waiver

a. Failure by Contractor to perform any action or covenant required by this Contract within the time periods provided herein following notice and failure to cure, as described hereafter, constitutes an "Event of Default" under this Contract.

b. If City claims a default, it shall give written notice to Contractor specifying the alleged grounds for the default. City shall not institute any proceeding against Contractor and Contractor shall not be in default if Contractor, within three (3) days from receipt of the notice, immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence within five (5) days following receipt of said notice, or for such defaults that cannot reasonably be cured within said five (5) day period, within such additional time as is reasonably necessary to cure such default.

c. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Contract, City may institute an action at law or equity to seek specific performance of the terms of this Contract, or to cure, correct or remedy any Event of Default, to recover damages for any Event of Default, or to obtain any other remedy consistent with the purpose of this Contract.

d. The failure by City to give notice of an Event of Default shall not be deemed an acceptance of such default or a waiver of the provisions of this Contract. Any failure or delay by either party in asserting any of its right and remedies as to a breach of any of the other party's covenants, conditions or agreements set forth herein shall not operate as a waiver of such breach or of any such rights or remedies, or deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce such rights or remedies. A waiver by either party of a breach shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements set forth in this Contract.

ARTICLE 17

Termination

City, acting through its City Manager or his/her designee, may terminate this Contract, in whole or in part, for any reason, by giving not less than thirty (30) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall discontinue all work on the Contract as directed in the notice. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits. The provisions of this paragraph shall not limit or affect the right of City to terminate this Contract immediately upon written notice of breach. In the event of termination, the payment bond delivered to City at the time of the award of this Contract (as the same may be modified, supplemented and extended with the approval of City) shall remain in effect for six (6) months after the date of termination to provide surety that any vendors or laborers will be paid. Contractor may terminate this Contract at any time upon the giving of not less than ninety (90) days' prior written notice to City.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

City of Orange
300 E. Chapman Avenue

Orange, CA 92866-1591

Attn: _____

Attn: _____

Telephone:

Telephone:

E-Mail:

E-Mail:

ARTICLE 19

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 20

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Contract, after notice and reasonable opportunity to cure, shall not be compensated. Should there be any conflict between the terms of this Contract and any of the attachments hereto, this Contract shall control and nothing herein shall be considered as an acceptance of the said terms of said attachment conflicting herewith.

b. Amendments to this Contract must be in writing and signed by both parties. **[For contracts approved by the City Council:** The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.]

ARTICLE 21

Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date and year first above written.

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____

Mark A. Murphy
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

(Senior/Assistant) City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

If a CORPORATION, insert full name of corporation:

—

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: _____

Printed Name: _____

Title: _____

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: _____

Printed Name: _____

Title: _____

If a GENERAL PARTNERSHIP, insert full name of partnership:

[Note: Signature of Managing General Partner is required]

By: _____

Printed Name: _____

Title: _____

If a LIMITED PARTNERSHIP, insert full name of partnership:

[Note: Signature of Managing General Partner is required]

By: _____
Printed Name: _____
Title: _____

If a LIMITED LIABILITY COMPANY, insert full name of company:

[Note: Signature of Managing Member or Person(s) Authorized to bind LLC is (are) required]

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

If a SOLE PROPRIETORSHIP, insert full name of owner and any fictitious business name:

_____,
doing business as _____

By: _____
Printed Name: _____
Title: _____

ATTACHMENT NO. 1

CUSTODIAL SPECIFICATIONS

[Behind this sheet]

DRAFT

ATTACHMENT NO. 2

LOCATIONS AND COSTS

[Behind this sheet]

ATTACHMENT NO. 3

DISPLACED JANITOR OPPORTUNITY ACT

[Behind this sheet]

LABOR CODE
DIVISION 2. EMPLOYMENT REGULATION AND SUPERVISION [200 - 2699.5]
PART 3. PRIVILEGES AND IMMUNITIES [920 - 1138.5]
CHAPTER 4.5. Displaced Janitor Opportunity Act [1060 - 1065]
(as of January 1, 2020)

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.

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.

(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.

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:

(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.

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.

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.

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.

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.