



Janitorial Services Request for Proposal

Notice is hereby given that the Town of Yountville will receive the Request for Proposal (RFP), at Town Hall located at 6550 Yount St. Yountville, Ca 94599 on June 30th, 2014 at or before 3:00 p.m. All bidding contractors must submit sealed proposals to furnish all necessary labor, supervisor, materials, equipment and supplies to satisfactorily perform janitorial maintenance and services at the Town of Yountville's Community Center, Town Hall and Community Pool.

A mandatory site walk through must be scheduled for the week of June 16, 2014. You can schedule your walk through by calling Samantha Holland at 707.944.8712. After a brief review of the RFP, you will walk through the Town Hall building, and then we will visit the Community Center and then the pool facility. Bidders **must** attend a walkthrough in order to submit bid proposals. Each bidder is allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tour. Questions from bidders and the responses will be shared with all bidders via email if the response cannot be addressed during the walkthrough. Questions and responses will end on June 26th, 2014 at noon. No questions from bidders will be answered after this time.

Request for Proposals may be picked up at Town Hall, 6550 Yount St. Yountville, CA 94599 or by contacting Samantha Holland, Parks and Recreation Director at (707) 944-8712 or sholland@yville.com. The RFP will also be available on the Town's website at www.townofyountville.com.

Proposals shall be submitted on the accompanying Proposal Forms with attachments and shall conform to the requirements set forth in these instructions. Failure to complete any portion of the Proposal Form with attachments may be cause for rejection of the Proposal.

The Town's policy in awarding this Contract of Services agreement will be based primarily on the most qualified Contractor overall, and not simply of the monthly/annual or specialty services fee proposed. The Town will carefully investigate each Contractor's background and experience in the operation of like facilities.

1) REQUEST FOR PROPOSALS (RFP)

a. INTRODUCTION

- i. The Town of Yountville (“Town”) is seeking a contractor experienced in providing janitorial services for the Town’s Administration Building “Town Hall” that is approximately 5,200 Square feet, the Yountville Community Center Complex that is approximately 17,000 square feet and the seasonal Yountville Community Pool building at approximately 850 square feet.
- ii. It is expected that a Contract will be awarded following public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the Yountville Town Council.
- iii. Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

b. LOCATIONS

- i. The Town’s Administration Building “Town Hall” located at 6550 Yount Street Yountville, CA 94599
- ii. The Yountville Community Center Complex located at 6516 Washington Street Yountville, CA 94599
- iii. The Yountville Community Pool located at the Veteran’s Home 100 California Drive Yountville, CA 94599

c. JANITORIAL SERVICE RFP REVIEW CRITERIA:

- i. District Staff will review bid proposals based on the following list of criteria:
 1. Contractor’s examples of providing janitorial services for similar sized buildings for a minimum of 5 years.
 2. Years in business, amount of relevant experience (breadth and length) for a minimum of five years and evidence of a variety of experiences in the business.
 3. Contractor’s must meet or exceed the Town’s required insurance coverage requirements of”
 - a. Contractor shall procure and keep in force during the term of the Agreement, at Contractor’s own cost and expense the following policies of insurance with companies

licensed to do business in the State of California, which are rated at least "A" or better by A.M.

- b. Workers Compensation as required by law and Employer's liability with limits of \$500,000 per occurrence.
 - c. General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2million in aggregate, including premises and operations (including offsite operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability.
 - d. Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.
 - i. The Policies listed under 3 (b) above shall contain a waiver of subrogation in favor of the Town.
 - ii. The policies listed under 3 © and 3 (d) above shall name the Town as an additional insured with respect to the operations performed under this Agreement.
 - iii. The coverage afforded on behalf of the Town under 3 © and 3 (d) above shall be primary insurance and any other insurance available to the Town under any other policies shall be excess over the insurance outlined above.
- 4. Review of Contractor's References. Minimum of three references are required.
 - 5. Contractor's ability to provide quality and quantity of service. The Town will evaluate previous and proposed quality and quantity of service.
 - 6. Contractor's ability to provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract.
 - 7. Contractor's ability to furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial

service per the Town's Environmental Criteria for Janitorial Products.

8. Contractor's ability to provide all of the general Contractor responsibilities and optional specialty services as specified in the Contract for Services Agreement and Exhibit A.
9. Contractor MUST complete and sign the Town's standard Contract for Services agreement.

2) INSTRUCTIONS

a. PURPOSE

- i. This Request for Proposal (RFP) provides all potential Contractors with relevant information and the necessary forms required to submit a proposal for providing janitorial services at the Town Hall, Community Center and Pool buildings.

b. PROCEDURES

- i. Proposals must be submitted according to the following instructions. Seals proposals will be received at the Town Hall Building, Reception Desk, located at 6550 Yount Street Yountville, CA 94599, until 3:00 p.m. on June 30, 2014.

c. INSTRUCTION FOR SUBMITTING PROPOSALS

- i. All proposals must be submitted with original signatures.
- ii. If the RFP is hand delivered, the RFP must be submitted in a sealed envelope with the following on the outside of the envelope:
 1. Contractor's Name and full address
 2. DATE and TIME of delivery
 3. Janitorial Services RFP cleaning printed in Bold Letters
- iii. If the RFP is mailed, the sealed proposal must be enclosed in a larger mailing envelope and **received** by the TOWN at 6550 Yount St. Yountville, CA 94599 on or before June 30th, 2014 at 3:00 p.m.
- iv. No hand delivered or mailed RFP's will be accepted after 3:00 p.m. on June 30th, 2014.

d. INTERPRETATION OF DOCUMENTS AND ADDENDA

- i. The Contractor must carefully examine the requirements and conditions expressed in the attached documents and become fully informed as to the quality and character of facilities and action required. Is any

contractor planning to submit a proposal finds any discrepancy or omissions from the proposal documents, or has a question concerning this RFP, an email request for interpretation must be submitted to the Parks and Recreation Director at sholland@yville.com no later than June 24, 2014 at 12:00pm Noon. The Town shall not be responsible for any explanations or interpretations obtained in any other manner. Any change or modification to the RFP shall be issued in the form of an addendum to the request for proposals. Addendum prepared for this Request for Proposals will be mailed to all parties listed as requesting a copy of the Request for Proposals at least 5 calendar days prior to the proposal opening date.

e. SITE VISITATIONS AND DISCUSSION

- i. You must call to schedule a mandatory site tour with question and answer session. These site tours will be scheduled during the week of June 16, 2014. Please call Samantha Holland at 707.948.2627 or email sholland@yville.com to schedule. The visit of the three facilities should take approximately 1.5 hours.
- ii. All bidders must tour the properties in order to submit a bid. Each bidder will be allowed to ask questions and will be provided property information. Inquiries for specific information will not be entertained prior to the aforementioned tours.
- iii. Bidders must attend the mandatory site walk through to submit bid proposals.

f. WITHDRAWAL OF PROPOSAL

- i. Proposals may be withdrawn only in person by the Contractor or his/her identifiable representative prior to the set time in the advertisement for the closing of the bid period. No contractor shall be allowed to withdraw a proposal after the specified closing time unless the award is delayed by action of the Town for a period exceeding 90 days.

g. REJECTION OF IRREGULAR PROPOSALS

- i. Proposals not meeting the state minimum terms and qualifications may be rejected by the Town as non-responsive. The Town reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

h. REVIEW OF PROPOSALS

- i. Following the deadline, all proposals will be reviewed by a committee consisting of Town staff. This committee will review all proposals, which meet the minimum qualifications.

i. REQUIRED FORMS

- i. All forms shall be submitted in duplicate (one original and one copy) on Town forms where provided and in accordance with these instructions. Provided forms should not be modified. Extra sheet may be added to provide additional information.

j. FORMS PROVIDED

- i. Statement of Contractor's Principals- Supplement A: Contractor shall utilize the attached form to supply the indicated information about each person who will have primary management responsibility for each component for the janitorial service.
- ii. Statement of Personal History and Experience – Supplement B: Each Contractor shall provide a statement of personal history and experience covering their background, knowledge and hands-on experiences for janitorial services.
- iii. Statement Regarding Proposed Work – Supplement C: Contractor to list services needed to accomplish the necessary janitorial services for the General Contractor Responsibilities and Optional Specialty Services. A detailed plan describing the necessary steps needed in priority with a breakdown of action and equipment needed. Provide a brief description of methods of accomplishing each task identified.
- iv. Statement Regarding Proposed Equipment and Chemical Use – Supplement D: Contractors shall list all equipment and chemicals needed to accomplish the necessary janitorial services.
- v. Contractor's Reference, Supplement E: Contractors shall provide at least three references of similar size buildings in which they provide janitorial services.

3) BASIS OF AWARD

To the Town of Yountville

The undersigned have visited the site, made inspections and investigated the location and conditions of the Administration Building to our satisfaction. We have read and understood the Request for Proposals, including the attached Contract for Service Agreement in accordance with this proposal and propose to enter into the Agreement. We have had and used the opportunity to obtain relevant information from the Town, but agree that all such information must be checked by use since we can rely only on the written material in the RFP. We also agree that any clerical, mathematic, or other errors made by us in preparing this Proposal shall not relieve us of our obligation to enter into the Contract for Services Agreement as proposed.

If our Proposal is accepted by the Town, the undersigned, as Contractor, agrees to provide the janitorial services as specified in the General Contractor Responsibilities, Services and Optional Specialty Services for the Town's Administration Building (Town Hall), Community Center Complex, and seasonal Community Pool at an annual cost not to exceed:

\$ _____

A. ROUTINE ADMINISTRATION BUILDING (TOWN HALL) JANITORIAL SERVICE

As the welcoming center for Town business and civic activity, the Town takes pride in providing an exceptionally clean and safe environment at all times for its patrons, employees and volunteers and expects the janitorial service to demonstrate this same pride in their work performed.

The Town will investigate the financial capability, reputation, integrity, skill, relevant experience, and quality of performance of each Contractor, including its stockholders and principals, before making an award. Award of a Contract for Services Agreement, if any, will be based on both objective and subjective comparison of proposals and Contractors. Information being solicited from Contractors is intended to provide the District with adequate knowledge of Contractors and proposals in order that the Town can judge the relative merits of each of the proposals. Evaluation will be based on the items listed below. The

order of the items below is not intended to portray any ranking of the relative priority.

GENERAL CONTRACTOR RESPONSIBILITIES

The undersigned has carefully examined the site and the attached Contract for Services agreement and the Janitorial Services Specifications. Based on that information the undersigned hereby proposes to furnish all labor, materials, services and equipment required to complete the GENERAL SCOPE OF WORK, at the Town’s Administration Building (Town Hall) for the following Amount:

\$ _____ Per Month

\$ _____ Annual Total

B. ADMINISTRATION BUILDING (TOWN HALL) OPTIONAL SPECIALTY SERVICES

The undersigned has carefully examined the site and the attached Contract for Services agreement and the Janitorial Services Specifications. Based on that information the undersigned hereby proposes to furnish all labor, materials, services and equipment required to complete the OPTIONAL SPECIALTY SERVICES, at the Town's Administration Building (Town Hall) for the following amount: [Optional Specialty Services will occur based on the needs of the Town]

| Item | Frequency | Price Per |
|------------------------------------|--------------|-----------|
| Carpet Cleaning of Offices | X 2 per year | |
| Cleaning of Windows Inside and Out | X 2 per year | |

Affidavit of CONTRACTOR. Each of the undersigned hereby represents warrants and certifies to the Town of Yountville that:

The proposal is genuine and not a sham or collusive or made in the interest or on behalf of a person not named, and neither the Contractor nor the undersigned have directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal or to submit a sham proposal, and that the Contractor has not in any manner sought by collusion to secure for himself an advantage over any other Contractor.

There are no material misstatements or withholding of facts in this proposal or in any of the attachments supplied with the proposal. The Contractor acknowledges that any such misstatement or withholding shall constitute good cause for cancellation at any time by the Town of the Contract of Service Agreement.

The undersigned hereby respectfully submits this proposal as of ____/____/2014

Signature_____

Print Name_____

C. ROUTINE COMMUNITY CENTER COMPLEX JANITORIAL SERVICE

To the Town of Yountville

The undersigned have visited the site, made inspections and investigated the location and conditions of the Community Center complex to our satisfaction. We have read and understood the Request for Proposals, including the attached Contract for Service Agreement in accordance with this proposal and propose to enter into the Agreement. We have had and used the opportunity to obtain relevant information from the Town, but agree that all such information must be checked by use since we can rely only on the written material in the RFP. We also agree that any clerical, mathematic, or other errors made by us in preparing this Proposal shall not relieve us of our obligation to enter into the Contract for Services Agreement as proposed.

GENERAL CONTRACTOR RESPONSIBILITIES

The undersigned has carefully examined the site and the attached Contract for Services agreement and the Janitorial Services Specifications. Based on that information the undersigned hereby proposes to furnish all labor, materials, services and equipment required to complete the GENERAL SCOPE OF WORK, at the COMMUNITY CENTER COMPLEX for the following Amount:

\$ _____ Per Month

\$ _____ Annual Total

D. COMMUNITY CENTER COMPLEX OPTIONAL SPECIALTY SERVICES

The undersigned has carefully examined the site and the attached Contract for Services agreement and the Janitorial Services Specifications. Based on that information the undersigned hereby proposes to furnish all labor, materials, services and equipment required to complete the OPTIONAL SPECIALTY SERVICES, at the Community Center Complex for the following amount:
[Optional Specialty Services will occur based on the needs of the Town]

| Item | Price Per |
|---|-----------|
| Storage/Teen Room Carpet Cleaning | |
| Reading Room Carpet Cleaning | |
| Founders Room Carpet Cleaning | |
| Floor Tile Deep Clean (Community Hall Kitchen) | |
| Floor Tile Deep Clean (Community Hall Foyer) | |
| Cement Floor Deep Cleaning (Community Center Lobby, Restrooms and Art Room) | |
| Special Cleaning (Community Hall side) <i>Not on regular schedule</i> | |
| Special Cleaning (Main Community Center) <i>Not on regular schedule</i> | |

Affidavit of CONTRACTOR. Each of the undersigned hereby represents warrants and certifies to the Town of Yountville that:

The proposal is genuine and not a sham or collusive or made in the interest or on behalf of a person not named, and neither the Contractor not the undersigned have directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal or to submit a sham proposal, and that the Contractor has not in any manner sought by collusion to secure for himself an advantage over any other Contractor.

There are no material misstatements or withholding of facts in this proposal or in any of the attachments supplied with the proposal. The Contractor acknowledges that any such misstatement or withholding shall constitute good cause for cancellation at any time by the Town of the Contract of Service Agreement.

The undersigned hereby respectfully submits this proposal as of ____/____/2011

Signature_____

Print Name _____

E. SEASONAL YOUNTVILLE COMMUNITY POOL JANITORIAL SERVICES

To the Town of Yountville

The undersigned have visited the site, made inspections and investigated the location and conditions of the Community Pool to our satisfaction. We have read and understood the Request for Proposals, including the attached Contract for Service Agreement in accordance with this proposal and propose to enter into the Agreement. We have had and used the opportunity to obtain relevant information from the Town, but agree that all such information must be checked by use since we can rely only on the written material in the RFP. We also agree that any clerical, mathematic, or other errors made by us in preparing this Proposal shall not relieve us of our obligation to enter into the Contract for Services Agreement as proposed.

GENERAL CONTRACTOR RESPONSIBILITIES

The undersigned has carefully examined the site and the attached Contract for Services agreement and the Janitorial Services Specifications. Based on that information the undersigned hereby proposes to furnish all labor, materials, services and equipment required to complete the GENERAL SCOPE OF WORK, at the Yountville Community Pool for the following Amount:

\$ _____ Per Month

\$ _____ Annual Total

Affidavit of CONTRACTOR. Each of the undersigned hereby represents warrants and certifies to the Town of Yountville that:

The proposal is genuine and not a sham or collusive or made in the interest or on behalf of a person not named, and neither the Contractor not the undersigned have directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal or to submit a sham proposal, and that the

Contractor has not in any manner sought by collusion to secure for himself an advantage over any other Contractor.

There are no material misstatements or withholding of facts in this proposal or in any of the attachments supplied with the proposal. The Contractor acknowledges that any such misstatement or withholding shall constitute good cause for cancellation at any time by the Town of the Contract of Service Agreement.

The undersigned hereby respectfully submits this proposal as of ____/____/2011

Signature_____

Print Name _____

4) STATEMENT OF CONTRACTOR'S PRINCIPALS**SUPPLEMENT A**

- a. List the person who will have primary management responsibility to serve as the Project Manager for the janitorial services for the Town Administration Building, Yountville Community Center and Yountville Community Pool.

Name: _____ Title : _____

Day Time Phone: _____ Cell Phone: _____

Email Address: _____

- b. Person(s) who prepared the Bid Proposal and contract documents:

| | |
|-------------------|---------|
| Name: | Title : |
| Signature: | Date: |
| Company Name: | |
| Address: | |
| City/State/Zip: | |
| Day Time Phone #: | Email: |

I certify that the foregoing is true and correct. Material falsification is grounds for rejection of the Proposal and/or termination of the Agreement.

Initial _____ Date _____

6) **PERSONNEL, TRAINING & WORK SCHEDULES**

SUPPLEMENT C

- a. Steps to assure the Town that the Contractor will provide adequate personnel and training for workers that will complete the necessary requirements as described in Exhibit A:

| |
|--|
| |
|--|

- b. Proposed Work Schedule to complete the General CONTRACTOR responsibilities:

i.

Monday

ii.

Tuesday

iii.

Wednesday

iv.

Thursday

v.

Friday

7) **EQUIPMENT AND CHEMICAL USE**

SUPPLEMENT D

- a. List the equipment and chemical to be used for the janitorial services at the Town Hall, Yountville Community Center and the Yountville Community Pool.

Equipment Necessary to Perform Work:

Chemicals Necessary to Perform Work:

8) CONTRACTOR REFERENCES**SUPPLEMENT E**

- a. Minimum of three references for similar size buildings (Town Hall 5,200 Square Feet, Yountville Community Center, 17,000 square feet, and the Yountville Community Pool, 850 square feet.

| | |
|-----------------------|----------------|
| Company Name: | |
| Address: | |
| City/State/Zip | |
| Phone Number: | Email Address: |
| Contact Persons Name: | |

| | |
|-----------------------|----------------|
| Company Name: | |
| Address: | |
| City/State/Zip | |
| Phone Number: | Email Address: |
| Contact Persons Name: | |

| | |
|-----------------------|----------------|
| Company Name: | |
| Address: | |
| City/State/Zip | |
| Phone Number: | Email Address: |
| Contact Persons Name: | |

CONTRACT EXAMPLE

AGREEMENT NUMBER 2014-__

Between the

TOWN OF YOUNTVILLE

and

This agreement made and entered into this _____ by and between the Town of Yountville (hereinafter “Town”), and _____. (hereinafter “Contractor”).

RECITALS:

- A. The Town requires outside assistance to provide janitorial services for the Town of Yountville.
- B. The Contractor represents itself as possessing the necessary skills and qualifications to provide the required services and as having the experience in providing such services.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, Town and Contractor agree as follows:

AGREEMENT:

1. Contractor’s Professional Services

1.1 Contractor shall provide Town with janitorial services relating to the cleaning of the Town Hall, The Yountville Community Center and the Yountville Community Pool Buildings.

1.2 The specific manner in which the services are to be performed is described in Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter the “Scope of Services”).

1.3 Contractor shall maintain all professional certifications and licenses as required by local, state, and federal laws.

2. Independent Contractor

2.1 Contractor enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Contractor agrees that he is not and will not become an employee or agent of Town while this Agreement is in effect. Contractor agrees he is not entitled to the rights or benefits afforded to Town's employees including disability or unemployment insurance, workers' compensation, medical insurance, or any other employment benefits.

2.2 Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Town may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

3. Payment for Services: Payment to Contractor to deliver the Described Services shall be as follows:

3.1 For the Described Services, compensation to Contractor shall be based on a "not to exceed" amount of _____.

3.2 Contractor shall be paid on a thirty-day cycle upon presentation of invoices for work performed.

4. Subcontracting

4.1 If Contractor subcontracts for any of the services to be provided under this Agreement, Contractor shall be as fully responsible to Town for the acts and omissions of Contractor's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relationship between and subcontractor or Contractor and Town. Contractor shall bind every subcontractor to the terms of the Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract in question and approved in writing by Town.

5. Specialty Services: Contractor shall not provide services in excess of the Described Services without the prior written approval of Town. All requests for specialty services shall be by written request and approved by the Town prior to the work commencing.

6. Termination of Agreement

6.1 This Agreement may be terminated by either party, without cause, upon the giving of fifteen (15) days' written notice to the other party. Prior to the 15th day following the giving of the notice, the Contractor shall: 1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to Town, and 2) place all work in progress in a safe and protected condition. The Town Manager shall make a determination of the percentage of work that Contractor has performed that is usable and of worth to Town. Based upon that finding, Town shall determine any final payment due to Contractor.

6.2 Upon the giving of a Notice of Termination, Contractor must stop all work, except to the extent that work must continue to secure the work done prior to giving of a Notice of Termination.

7. Provision of Materials & Equipment

7.1 Contractor agrees to supply all cleaning supplies and equipment necessary for completion of the scope of work attached in Exhibit "A". All such materials and equipment shall remain the ownership of Contractor.

7.2 Town agrees to supply all necessary paper goods, keys for access to facilities and any specialized equipment required for Special Cleaning if needed. These items shall remain the ownership of the Town and returned upon termination of this agreement.

8. Non-assignable Contract: Contractor shall not assign this Agreement or any part of this Agreement or any monies to be received under this Agreement.

9. Indemnification

9.1 Contractor agrees to indemnify and hold Town and Town's officers, officials, employees, and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages or injuries, including death, and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of Contractor or Contractor's agents, employees, subcontractors, or representatives. Contractor's obligation herein includes, but is not limited to, alleged defects in the services delivered by Contractor, any warranty given herein, and any failure to comply with any term or provision of this Agreement. Upon demand, Contractor shall, at

its own expense, defend Town and Town's officers, officials, employees, and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages, and costs.

9.2 Contractor's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages, or costs that arise out of Town's intentional wrongful acts, Town's violations of law, or Town's active negligence.

10. Insurance

10.1 Contractor shall procure and keep in force during the term of the Agreement, at Contractor's own cost and expense the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M.

10.2 Workers Compensation as required by law and Employer's liability with limits of \$500,000 per occurrence including a waiver of subrogation in favor of the Town.

10.3 General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2million in aggregate, including premises and operations (including offsite operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability. This policy must name the Town as additionally insured with respects to operations performed under this agreement. The Contractor's insurance shall be primary insurance and any other insurance available to the Town under any other policies shall be excess over the insurance outlined above.

10.4 Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement. This policy must name the Town as additionally insured with respects to operations performed under this agreement. The Contractor's insurance shall be primary insurance and any other insurance available to the Town under any other policies shall be excess over the insurance outlined above.

11. Attorneys' Fees

If either party becomes a party to any litigation concerning this Agreement, the Premises, or the improvements thereon, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to the litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

12. Notices

12.1 Any notices to be given under this Agreement, or otherwise, shall be served by certified mail.

12.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of Town and the proper person to receive any notice on Town's behalf is:

Samantha Holland
Parks and Recreation Director
6550 Yount Street
Yountville, CA 94599
(707) 944-8712
Sholland@yville.com

12.3 For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of Contractor and the proper person to receive any notice on the Contractor's behalf is:

13. General Provisions

13.1 California Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

13.2 Integrated Document. This Agreement contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

13.3 Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

14. Term: The term of this agreement shall begin on _____ and continue in effect until terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinafter indicated.

Dated:

By:

Dated

Town of Yountville

By:

John F. Dunbar, Mayor

Attest:

Michelle Dahme, Town Clerk

Approved as to Form:

Arnold Glasman, Town Attorney

Yountville Town Hall

Two days per week – Schedule As Agreed Upon

Cleaning must be done after 5:00 p.m. and before 7:00 a.m.

REGULAR CLEANING SERVICE TO INCLUDE:

- Clean glass doors inside and out.
- Dust all reachable surfaces.
- Dust all surfaces (Book Shelves and high surfaces) quarterly.
- Vacuum all carpeted areas.
- Clean marks on walls and doors, as needed.
- Clean all wood floors in Council Chambers.
- Empty all trash receptacles: replace liners as needed.
- Empty all recycling receptacles and place in recycling!
- Clean desk tops (if cleared).
- Remove all cobwebs.
- Clean bases of chairs, as needed.
- Dust window sills.
- Dust base boards.
- Dust mini blinds.
- Sweep and mop all hard surfaces floors.
- Clean and disinfect kitchens (2).
- Clean and disinfect restrooms (4). Lobby, staff restroom in hallway, staff restroom in modular and public outdoor restroom.
- Stock all paper and soap dispensers.
- Assure the building is locked and secure when leaving.

Additional Services Performed as Needed:

- Wash all windows inside and out two times per year.
- Deep cleaning of tile floors two times per year.
- Clean all carpets twice per year.

Yountville Community Pool

Four Days per Week Seasonally – 3.5 months per year

Cleaning must be completed by 8:00 a.m.

CLEANING SERVICE TO INCLUDE:

Pool Office

- Sweep and mop pool office and staff restroom.
- Clean and disinfect staff sink, toilet and shower area.
- Empty all trash receptacle and reline
- Restock all paper products.
- Wipe down metal counters.
- Clean off finger prints from entrance door
- Clean off glass on refrigerator door. Use stainless steel polish on freezer door.

Public Restrooms

- Clean and disinfect restroom sinks, toilets and shower areas.
- Pull up floor mats. Wash down mats.
- Sweep and mop restrooms floors.
- Empty all trash receptacles; replace liners as needed.
- Restock all paper products and soap.
- Clean and disinfect inside of lockers.

Additional Services performed as needed

- Clean and disinfect outside drinking fountain
- Clean Pool Office windows inside and out once per month
- Assure the building is locked and secure when leaving.

Yountville Community Center

Three - Five Days per Week - Schedule as Agreed Upon

Community Hall

Offices

- Clean entrance glass doors.
- Dust all reachable surfaces.
- Vacuum all carpeted areas.
- Clean marks on walls and doors, as needed.
- Empty all trash receptacles: replace liners as needed.
- Empty all recycling receptacles and recycle the items!
- Clean desk tops (if cleared).
- Remove all cobwebs.
- Clean bases of chairs, as needed.
- Dust base boards and window sills.

Foyer

- Clean all entrance glass doors.
- Sweep and mop floors.
- Vacuum all mats, including entrance mat.
- Empty all trash receptacles and recycling; change liners as needed.
- Empty all recycling receptacles and recycle the items!
- Dust all reachable surfaces.
- Remove all cobwebs.
- Hose down or sweep outside entrance area as needed.
- Clean any marks from walls.
- Clean ceiling vents as needed.
- Clean and disinfect water fountain.

Restrooms (3)/ 5 toilet stalls

- Sweep and mop floors.
- Clean and disinfect sinks, counter tops, urinals, and toilets.
- Clean all mirrors.
- Clean marks from walls.
- Empty sanitary waste containers and replace with clean bags.
- Dust all reachable surfaces.
- Remove all cobwebs.
- Refill room deodorizer when empty.
- Re-stock all paper products, soap and any other supplies.
- Empty trash receptacles and reline with bags.

Kitchen

- Sweep and mop floor.
- Empty all trash receptacles; replace liners as needed.
- Empty all recycling receptacles and recycle the items!
- Clean and disinfect sinks and all surfaces.
- Wipe out microwave.
- Clean ovens and stove tops.
- Clean kitchen mats.
- Clean glass entrance door.
- Clean stove exhaust filters, as needed.
- Wipe down stainless steel.
- Wipe down top of refrigerator unit by restroom.

Main Hall – Heritage room

- Take down tables and chairs. Stack chairs no higher than 8 per stack.
- Put back stage, if needed. Stage belongs in back storage room off stage area.
- Sweep and mop floor.
- Remove all cobwebs.
- Dust all reachable surfaces including window sills.
- Clean light fixtures as needed.

Room Adjacent to Main Hall- Reception Room

- Sweep and mop floor.
- Wipe down counter
- Disinfect sink.
- Clean entrance doors.
- Wipe down recycling and garbage can lids.

Board Room- Conference

- Dust all reachable surfaces including window sills.
- Wipe down tables and sink counter.
- Disinfect sink.
- Vacuum all carpeted areas.
- Empty trash receptacle and reline.
- Empty all recycling receptacles and recycle the items!

Additional Services- Performed as Needed

- Clean inside hall windows once a month.
- Clean exterior windows two times per year.
- Clean BBQ in patio as needed.
- Clean/dust woodwork in hall as needed.
- Vacuum off stage drapes, as needed.
- Clean and mop stage, every other month.

- Assure the building is locked and secure when leaving.
- Clean Patio BBQ area and restrooms when indicated on schedule.
- Deep Clean Restroom Tile two times per year.

Main Community Center

Art Room and Reception Area

- Dust all reachable surfaces including window sills.
- Remove all cobwebs.
- Wipe down counters, chairs and table tops.
- Clean and disinfect sinks.
- Wipe down cabinet faces.
- Sweep and mop cement floor including behind & under trash receptacles.
- Empty trash receptacles, reline and wipe down lids.
- Empty all recycling receptacles and recycle the items!
- Clean glass on entrance doors and art room doors.
- Restock paper towel and soap dispensers.

Reading Room

- Dust all reachable surfaces including window sills.
- Remove all cobwebs.
- Vacuum carpet.
- Wipe down table tops.
- Empty any trash receptacles.
- Empty all recycling receptacles and recycle the items!
- Clean glass entrance doors.

Restrooms (2)/6 stalls

- Sweep and mop floors.
- Clean and disinfect sinks, counter tops, urinals and toilets.
- Clean and disinfect all partition walls and door once per month.
- Clean all mirrors.
- Dust all reachable surfaces.
- Remove all cobwebs.
- Restock all paper products, soap and supplies.
- Empty all trash and recycling receptacles and reline.

Multi- Use Room (Generations)

- Put away and tables or chairs into storage room. Stack chairs no more than 8 chairs high. Place tables on table carts according to the map.
- Clean and carefully put away rolling mirrors.
- Sweep and mop hardwood floor.
- Remove any scuff marks from floor.
- Wipe marks from walls as needed.
- Clean glass on entrance doors.
- Wipe down seat and cubbies along south wall once per month.

Teen Room

- Clean glass on entrance doors.
- Vacuum carpets.
- Remove all cobwebs.

Office

- Wipe down counter tops and furniture.
- Clean glass on entrance door.
- Vacuum carpets.
- Dust all reachable surfaces.
- Remove all cobwebs.
- Empty all trash and recycling receptacles and reline.
- Empty all recycling receptacles and recycle the items!

Additional Services- Performed as Needed

- Clean inside windows every other month.
- Clean exterior windows two times per year.
- Clean woodwork as needed.
- Deep Clean restroom tile two times per year.
- Deep clean concrete floors two times per year.