



City of
Los Banos
At the Crossroads of California

**REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES**

Issue Date: June 28, 2024

DUE DATE: August 2, 2024 at 2 P.M.

Requesting Department: Public Works Facilities Division

NOTICE

Request for Proposals For Janitorial Services

NOTICE IS HEREBY GIVEN that the City of Los Banos (herein referred to as “City”) is currently seeking a qualified contractor (herein referred to as “Contractor”) with experience in Janitorial Services. The Contractor will provide services that consist of furnishing all labor, materials, supplies and equipment to perform Janitorial Services in accordance with the specifications and conditions specified in the Request for Proposal issued by the City of Los Banos.

The intent of this RFP is to evaluate each interested proposer specific qualifications, experiences, and select the best-qualified proposer. In addition, all interested proposers shall have sufficient, readily available resources in the form of trained personnel, support services, and financial resources to carry out the work without delay or shortcomings. The work will be performed according to the attached Agreement for Services.

It shall be the Contractor’s responsibility to check the City of Los Banos’ website (www.losbanos.org) to obtain any addenda that may be issued.

The Contractor’s attention is directed to Submission Requirements listed in the Request for Proposal.

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the Contractor’s proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Los Banos, 520 J Street, Los Banos, CA 93635, prior to 2:00 P.M. PST on August 2, 2024. Proposals shall be submitted in a sealed package clearly marked “**JANITORIAL SERVICES**” and addressed as follows:

City of Los Banos
Attention: City Clerk
520 J Street
Los Banos, CA 93635

No late submittals will be accepted. The City may conduct interviews of the top-ranking Contractors in order to make a final selection. The successful Contractor will be recommended to the City Council for authorization to enter into a Agreement for Services to perform janitorial services for the City of Los Banos.

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this Request for Proposal, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding Contractor is solely responsible for all costs related to the preparation of the proposal.

The City of Los Banos reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in the proposal. Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the Contractor who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City.

The City intends to follow, but will not be bound by, the following selection timeline:

Release of Advertisement of RFP		06/28/2024
Mandatory Pre-Bid Walkthrough	2:00 P.M.	07/08/2024
Deadline to Submit Questions/Clarifications	5:00 P.M.	07/12/2024
Addendum/Questions/Clarifications Posted	5:00 P.M.	07/17/2024
Deadline for Proposal Submittal	2:00 P.M.	08/02/2024
Award Date (Tentative)		08/21/2024

Any questions with regard to submissions, process, or proposals can be emailed to Moises Lomeli, Facilities Manager at moises.lomeli@losbanos.org. Questions shall be submitted before 5:00 P.M. PST on July 12, 2024. Any response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 5:00 P.M. PST on July 17, 2024 and if necessary, shall become a part of the proposal as an addendum.

The Request for Proposal can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org.

No oral questions or inquiries about the RFP shall be accepted.

PROJECT DESCRIPTION

The City of Los Banos (herein referred to as “City”) is currently seeking a qualified contractor (herein referred to as “Contractor”) with experience in Janitorial Services. The Contractor will provide services that consist of furnishing all labor, materials, supplies and equipment to perform Janitorial Services in accordance with the specifications and conditions specified in the Request for Proposal issued by the City of Los Banos.

The intent of this RFP is to evaluate each interested proposer specific qualifications, experiences, and select the best-qualified proposer. In addition, all interested proposers shall have sufficient, readily available resources in the form of trained personnel, support services, and financial resources to carry out the work without delay or shortcomings. The work will be performed according to the attached Agreement for Services.

The City intends to award a contract to one successful proposer. All contracts are subject to approval by the Los Banos City Council, and the City reserves the right to not award any such contract at the discretion of the City Council.

BACKGROUND

The City currently maintains numerous facilities that are occupied on a daily basis. The City is seeking to obtain janitorial services for the following locations:

- Los Banos City Hall: 520 J St.
- Los Banos Police Station: 1111 G St.
- Los Banos F St. Maintenance Yard - Front Office: 1015 F St.
- Los Banos F St. Maintenance Yard – Break Room: 1015 F St.
- Los Banos Madison Ave. Maintenance Yard – Front Office: 411 Madison Ave.
- Los Banos Madison Ave. Maintenance Yard – Break Room: 411 Madison Ave.
- Los Banos Community Center: 645 7th St.

Currently, the City uses a combination of contracted services and internal labor to provide janitorial services for the facilities.

MANDATORY PRE-BID FACILITIES WALKTHROUGH

The City is requiring all contractors interested in submitting a proposal to attend the mandatory pre-bid facilities walkthrough on July 8, 2024 at 2:00 P.M. meeting at the Community Center Lobby located at 645 7th St. Los Banos, CA. A sign in sheet will provided and will require a signature from the contractor.

SCOPE OF WORK

Scope of work to be performed under contract with the City includes, but is not limited to, providing all labor, services, and furnishing all materials, tools, equipment, and transportation as necessary for the performance of general janitorial services at various City facilities. A full list of services and required Tasks for this RFP can be found in ATTACHMENT 1.

GENERAL TERMS REQUIREMENTS AND CONDITIONS

1. SUBMISSION REQUIREMENTS

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Los Banos, 520 J Street, Los Banos, CA 93635, prior to **2:00 P.M. PST on August 2, 2024**. Proposals shall be submitted in a sealed package clearly marked “**JANITORIAL SERVICES**” and addressed as follows:

City of Los Banos
Attention: City Clerk
520 J Street
Los Banos, CA 93635

No late submittals will be accepted. The City may conduct interviews of the top-ranking proposer in order to make a final selection. The successful proposer will be recommended to the City Council for authorization to enter into a General Services Agreement for Janitorial Services with the City of Los Banos.

2. PROPOSAL FORMAT

Proposers are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise, and provide “layman” explanation of technical terms that are used. Emphasis should be on completeness and clarity of content.

The City is seeking a single Work and Cost Proposal clearly marked with the contractor’s name, address, phone number, and email address. Given that this is a solicitation for professional services, the City will rank the proposals based upon both qualifications and cost.

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Los Banos, 520 J Street, Los Banos, CA 93635, prior to **2:00 P.M. PST on August 2, 2024**. Proposals shall be submitted in a sealed package clearly marked “**JANITORIAL SERVICES**” and addressed as follows:

City of Los Banos
Attention: City Clerk
520 J Street
Los Banos, CA 93635

No late submittals will be accepted. The City may conduct interviews of the top-ranking contractors in order to make a final selection. The successful contractor will be recommended to the City Council for authorization to enter into a Professional Services Agreement for Janitorial Services with the City of Los Banos.

All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP.

Proposers are encouraged to keep their proposals brief and relevant to the specific work required. Each proposal shall be limited to ten (10) pages. Resumes and brochures may be added provided they are located in the appendix at the back of the proposal.

The following are NOT included in the 10-page count:

Transmittal Letter

Appendices

3. PROPOSALS SHALL INCLUDE THE FOLLOWING:

Present the proposals in a format and order that corresponds to the numbering and lettering contained herein, with minimal reference to supporting documentation, so that proposals can be accurately compared.

A. Cover Letter

Signed by an official authorized to bind the firm with name, address, phone number, and email address of firm's contract person, location of firm's main office, location of the office that would service this project, a validity statement that all information and pricing provided in the proposal is valid for at least ninety (90) days, and a statement that any individual who will perform work for the City is free of any conflict of interest.

B. Firms Background, Qualifications, and Experience, including the following:

Describe the Proposer, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Proposer, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Proposer has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.

- Number of years in business
- Taxpayer identification number
- Number of years Janitorial services
- Resumes of the Project Manager and key personnel who will be responsible for performance if any agreement results from this RFP
- Firm ownership and if incorporated, list the state in which the firm is incorporated and the date of incorporation
- If the firm is a subsidiary of a parent company, identify the parent company

C. Provide at least three references from public sector clients over the last five years.

- Client name, client project manager, telephone number, and email address
- Project description
- Project start date, and end date
- Staff assigned to each project by the firm
- Provide a summary of final outcome

D. Complete Fee Schedule (Attachment 4)

Proposal shall include a detailed fee schedule for the services requested by this RFP.

Submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services. If proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services. At the end of the detailed cost proposal please include the Attachment 4, **Fee Schedule**, to provide the City with a monthly cost per building. This should include all Scope of Service to be performed.

In addition, also submit the rates/compensation for any “additional services” that Proposer can provide.

E. List of additional Services Offered by Proposer along with Corresponding Prices

Examples of additional services are as follows: Stripping floors, re-sealing, waxing, Polishing, buffing, etc.

F. Staffing and Project Organization

This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City’s requirements, the work to be done and the objectives to be accomplished. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished, including the number of employees that shall be committed to the work.

G. Subcontracting Services

Subcontracting any portion(s) of the Scope of Services is not preferable; however, if a proposer can demonstrate to the City’s satisfaction that is in the best interest of the project to permit a portion of the service(s) to be subcontracted by the proposer, it may be considered. Provide details on the role of any subcontractor that will be used. Assignment is prohibited.

H. Disclosures

Disclosure of any alleged significant prior or ongoing agreement failure, any civil or criminal litigation or investigation pending, which involved the proposer or in which the proposer has been judged guilty or liable within the last five (5) years. If there is no information to disclose, proposer must affirmatively state there is no negative history.

I. Acknowledgement of Insurance Requirements

Proposals must include a written statement that, if selected, the proposer will provide the minimum insurance coverage and indemnification noted in the City's Agreement for Contract Services included as Attachment 2.

J. Non-Collusion Affidavit (Attachment 3)

Proposals must include an executed Non-Collusion Affidavit, included as Attachment 3, executed by an official authorized to bind the firm.

K. Acknowledgement of Addenda

If any addendum/addenda are issued, the proposer shall sign posted addendum/addenda and included in the proposal.

2. SUBMISSION RESTRICTIONS

All proposals must be submitted in writing; no oral, facsimile, or telephone proposals or modifications will be considered. Proposals received after the due date and time are considered non-responsive, and will be returned unopened.

3. QUESTIONS or REQUESTS FOR CLARIFICATIONS

Any questions with regard to submissions, process, or proposals can be emailed to Moises Lomeli, Facilities Manager at moises.lomeli@losbanos.org. **Questions shall be submitted before 5:00 P.M. PST on July 12, 2024.** Any response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 5:00 P.M. PST on July 17, 2024 and if necessary, shall become a part of the proposal as an addendum. No oral questions or inquiries about the RFP shall be accepted.

4. MODIFICATIONS AND WITHDRAWALS OF SUBMITTED PROPOSALS

Proposers may withdraw proposals prior to the **Submittal Deadline** by submitting a written request to Moises Lomeli, Facilities Manager at moises.lomeli@losbanos.org. Withdrawn proposals will be returned unopened.

Proposers may modify proposals prior to the **Submittal Deadline** by withdrawing their proposal as noted above and re-submitting anew before the **Submittal Deadline**.

5. ADDENDA

The City may modify this RFP, any of its key action dates, or any of its attachments, prior to the submittal deadline. It shall be the proposer's responsibility to check the City of Los Banos' website (www.losbanos.org) to obtain any addenda that may be issued. Addenda will be numbered consecutively and noted following the RFP title. It is the proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the proposer from the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

6. REJECTION OF PROPOSALS

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification.

The City may reject any or all proposals in whole or in part for any reason, including suspicion of collusion among proposers, and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify the RFP as published or excuse the proposer from full compliance with the specifications if he/she is awarded the agreement. Proposals referring to terms and conditions other than the City's terms and conditions as listed in the RFP, may be rejected as being non-responsive.

The City may conduct an investigation as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract.

7. CANCELLATION OF RFP

This RFP does not obligate the City to enter into an agreement. The City reserves the right to cancel this RFP at any time, should the project be cancelled, the City loses the required funding, or it is deemed in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any cost incurred in the preparation or submission of a proposal.

8. NEGOTIATIONS AND FINAL AGREEMENT

A sample Agreement for Contract Services is enclosed as Attachment 2 for review prior to submitting a proposal. An agreement will not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the selected proposer. At the discretion of the City, any or all parts of the successful proposal shall be made a binding part of the agreement.

9. PRICING ADJUSTMENTS

The City reserves the right to negotiate final pricing with the most qualified proposer. Pricing shall remain firm for the entire initial term of the agreement. Thereafter, any proposed pricing adjustment for additional periods, if any, shall be subject to the terms of the agreement.

10. SELECTION PROCESS

The contract award, if any, will be made to the proposer who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City. Proposals shall be reviewed and rated based on the information requested by this RFP, as well as responses from references and clients, background checks, any research on proposers, and other information pertinent to the evaluation process. Closely ranked firms may be asked to furnish evidence of capability, equipment, and financial resources to adequately provide the services.

11. RFP TIMELINE

The City intends to follow, but will not be bound by, the following selection timeline:

RFP Issue Date:	06/28/2024
Mandatory Pre-Proposal Walk Through:	07/08/2024 at 2:00 P.M.
Deadline for Proposers’ Questions:	07/12/2024
Addendum / Questions / Clarifications Posted:	07/17/2024
Proposals Submittal Deadline:	08/02/2024 at 2:00 P.M.
Award Date:	08/21/2024 (tentative)

12. PROPRIETARY, CONFIDENTIAL, AND PUBLIC INFORMATION

12.1 Proprietary and Trade Secret Information:

A copy of each proposal will be retained as an official record and will become open to public inspection, unless the proposal or specific parts can be shown to be exempt by the California Public Records Act [California Government Code §6250 et seq.]. Each proposer may clearly label part of a proposal as “Confidential” if the proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a request for public records for labeled information is received by the City, the City will notify the proposer of the request and delay access to the material until seven working days after notification to the proposer. Within that time delay, it will be the duty of the proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

12.2 Confidential Information:

Evaluation scores, weight factors, and negotiation notes are confidential and will not be released or retained [California Government Code §6254(a)].

13. PROPOSAL PREPARATION COSTS

Any costs incurred in the preparation of a proposal, preparation of changes or additions requested by the City, presentation to the City, travel in conjunction with such presentations, or samples of items, shall be entirely the responsibility of the proposer.

14. INSURANCE REQUIREMENTS and ACKNOWLEDGEMENT

Proposals must include a written statement that, if selected, the proposer will provide the minimum insurance coverage and indemnification noted in the City's Agreement for Contract Services included as Attachment 2.

	Commercial General Liability (at least as broad as ISO CG 0001) \$1,000,000 (per occurrence); \$2,000,000 (general aggregate) Must include the following endorsements:
	General Liability Additional Insured
	General Liability Primary and Noncontributory
	Commercial Auto Liability (at least as broad as ISO CA 0001) \$1,000,000 (per accident)
	Personal Auto Declaration Page if applicable
	Worker's Compensation (per statutory requirements) Must include the following endorsements:
	Worker's Compensation Waiver of Subrogation
	Worker's Compensation Declaration of Sole Proprietor if applicable

15. NON-COLLUSION AFFIDAVIT

Proposals must include an executed Non-Collusion Affidavit, included as Attachment 3, executed by an official authorized to bind the firm.

16. CITY RIGHTS AND OPTIONS

The City reserves the right to:

- Make the selection based on its sole discretion;
- Issue subsequent RFP;
- Postpone opening proposals or selection for any reason;
- Remedy errors in the RFP or in the RFP process;
- Modify the Scope of Services in the RFP;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all or none of the proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in proposals;
- Request additional information or clarification;
- Request revisions during negotiations;
- Invite any contractor of its choosing to assist with the evaluation of proposal responses or to provide the City with a second opinion
- Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City in a timely manner.

ATTACHMENT 1

Scope of Services Services to be Provided:

The proposed work includes providing regularly scheduled janitorial services and appropriate supplies to effectively and safely maintain a high level of cleanliness for specified City facilities in accordance with the best standards of practice. It shall be the successful Contractor's responsibility to furnish at his/her own expense all tools, equipment, labor, fuel, materials, supplies, supervision, and services necessary for the satisfactory performance of the work set forth in these specifications.

The City will provide toiletries that will be inspected and restocked if needed, on a daily basis. The supplies provided by the City will include: hand soap, hand sanitizer, toilet paper, paper towels, urinal screens, approved cleaning chemicals, toilet seat covers.

Performance Standards:

Janitorial Crews' Duties

These duties are to be performed by janitorial crews assigned to clean the buildings during non-business hours. The frequency for each task to be performed (daily, weekly, monthly, etc.) at a specific building are provided below.

A. General Tasks

Daily:

1. Trash and Recycling Receptacles: All interior and exterior waste receptacles, recycling, and other trash containers within and outside of building shall be emptied each night and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container, trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle and marked "trash" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as needed, when dirty, wet or torn. Replace wastebasket liners; liners to be no more than 2 inches hanging out in public view in common areas (hallways, patios, corridors, meeting rooms, etc.). Transporting of trash within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. **DO NOT DRAG TRASH BAGS.** Liquid leaking from plastic bags being moved from trash receptacles shall be immediately cleaned. Card board boxes shall be flattened before they are placed in the card board recycling bin.

2. Trash and Recycling Storage Areas: All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container

areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.

3. Entrance Area and Mats: Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath, and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris. Exterior entrance areas shall be swept a minimum 6 feet away from the entrance area.

4. Entrance Doors: Completely clean both sides of glass entrance door and windows adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.

5. Entrance Floors Inside: The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

6. Drinking Fountains: Remove all streaks, smudges, stains, scales, and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.

7. Water Cooler Dispensers: Remove all streak, smudges, stains, scales, and other obvious soil from water cooler dispensers. Remove any standing water from the cooler reservoir. Replenish water dispenser cups.

8. Carpeted Areas: All carpeted areas shall be vacuumed free of all visible debris at every service. Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and trash receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.

9. Carpet Spot Cleaning: Carpets, throw rugs, entrance and hallways mats shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. A spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4" in diameter). Larger spots should be communicated to the Facility Manager or designee. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction.

10. Non-Carpeted Floors (Hard Surfaces): Pick up, dust-mop, or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc from the entire area, including under chairs, trash receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. All accessible areas shall be mopped to remove all soil, scuff marks and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

11. Tables, Counters, Desks, Chairs, Sofas (Public areas, meeting/conference rooms, cubicles, and offices): Clean and remove from these surfaces any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild

germicidal detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty and not in staff offices. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any trash. Writing on whiteboards (dry/wet erase boards) shall be cleaned off on Friday nights only if directed by the City.

12. Elevators: Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, or wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.

13. Stairs and Stairwells: Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All trash shall be picked up.

14. Doors: Spot clean doors, kickplates, door windows. Clean and sanitize door handles and push bars/plates.

15. Break Room/Kitchen Area: Refill soap dispensers and paper dispensers. Clean and disinfect sinks, floor sinks, counters, exterior of appliances, handles, cabinets, tables and chairs. Trash and recyclables emptied and floors swept and mopped. Spot clean front door of refrigerators and dust the top. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.

16. Hand Sanitizer Dispensers: At minimum, hand sanitizer dispenser packet shall be filled be replaced when there is 15% of product left. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. Clean and disinfect the dispenser and the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, etc. The wall and floor area under soap dispensers shall be cleaned of all sanitizer residues.

17. Make sure all faucets and showerheads are turned off securely. Make note of any leaky faucets/fixtures and report them to the Facilities Manager or designee via e-mail, text or phone message.

18. Janitorial supply rooms are to be kept clean and orderly at all times. Equipment and supplies are to be properly labeled and stored. Equipment is to be kept in a safe working order.

19. Restroom floors and general floors shall be cleaned with separate mops. Mops and buckets should be labeled. Buckets shall be emptied and cleaned daily.

20. Report all light bulbs/tubes not working to the Facilities Manager via e-mail, text or phone message.

21. All exterior doors and windows are to be checked, closed, and locked securely and activate the security alarm system.

22. Unnecessary lights are to be turned out to conserve energy (some buildings have safety lights that do not turn off).

23. All trash in hallways, planters, on benches and tables is to be picked up and removed.

24. Report unsuccessful cleaning of graffiti.

25. All chemical bottles shall be labeled.

26. Reports shall be made to crew supervisor.

B. Restroom Cleaning

Daily:

- 1. Clean and Disinfect Toilets and Urinals:** Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright, shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped- up toilets shall be plunged free of obstructions. If obstructions cannot be completely dislodged, along with other inoperable or broken fixtures, the Contractor's supervisor shall report all plumbing discrepancies to the Facilities Manager or designee via email, text or phone message.
- 2. Paper Products Dispensers:** At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to contractor's supervisor who in turn shall notify the Facilities Manager or designee. In addition, feminine hygiene dispensers shall be kept stocked and the exterior cleaned as indicated above.
- 3. Soap Dispensers:** At minimum, soap dispensers shall be filled to within 2" of the top with liquid soap when there is 15% of product left. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.
- 4. Trash Receptacles:** All waste receptacles and feminine hygiene receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
- 5. Counter Tops and Sinks:** Completely clean and disinfect all exposed surfaces of the sink. A nonabrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported to the Facilities Manager via email, text or phone message. The cloths, sponges, brushes and scouring pads used to clean sinks shall be separate from the ones used for cleaning toilets and urinals.
- 6. Diaper Changing Stations and Other Surfaces:** Remove all surface litter, loose dust and soil from the changing stations, along with the tops of lockers, cabinets, etc. Then clean these surfaces with a cloth or sponge dampened in a germicidal detergent solution. Contractor shall remove any graffiti on changing stations to the extent feasible.
- 7. Walls, Partitions, and Doors:** Clean the partition walls, partition doors, and privacy screen walls surrounding the urinals and toilets. Remove any non-permanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes

the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.

8. Shower Walls and Floors: Wash shower walls, curtains, shower floors, bathtub areas using an approved germicidal cleaner. Clean the shower drains. After washing, the walls, curtains and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.

9. Floors: The floor surface shall be swept or vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Always keep separate mops for restroom floors and general floors. (**Note: Only mops identified for restrooms are to be used for mopping restroom floors**)

10. Mirrors: Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

C. General Tasks

Weekly:

Non-Carpeted Floors: Mop or equivalent, 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.

1. Storage Areas/Closets: Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Mop non-carpeted floors thoroughly, removing all marks and dirt.

2. Mop Heads: Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly for restroom and shower use. Replace mop heads monthly, for all other areas. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable mops is encouraged.

3. Dusting: Dust all surfaces, including windowsills, banisters, hand rails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of book shelves and cabinets, etc. with a treated microfiber cloth, or yarn duster up to 80 inches from the floor. This also include removing spider webs and cobwebs from wall and windows.

4. Water Cooler Dispenser: Remove and clean the inside and outside of the cooler reservoir with mild cleaning solution, rinse with clean water and re-install. Remove and clean the water spigots with mild cleaning solution rinse with clean water and re-install.

D. Restroom Cleaning

Weekly:

Mop Heads: Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly for restroom use. Dirty mop heads shall be removed from the building and discarded. Use of reusable, washable mops is encouraged.

1. Urinal Deodorant Blocks/Screens: Replace per manufacturer's recommended schedule.

E. General Tasks

Monthly:

1. Vertical/Horizontal Blinds/Roller Shade Blinds: Dust all vertical/horizontal and roller shade blinds with a treated cloth, yarn duster, or vacuum. A properly cleaned blind shall be free of all dust, dirt, lint, and cobwebs.

2. **HVAC Supply Vents, Returns and Exhaust Fan Grills:** Vacuum or dust all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.

F. Restroom Cleaning

Monthly:

1. **Urinal Floor Mats:** Replace per manufacturer's replacement schedule.
2. **Urinal Screens:** Replace per manufacturer's replacement schedule.
3. **Floor Drains.** Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.
4. **Restroom, Locker and Shower Floor.** All surface litter such as paper, tape, towels, etc., shall be removed before scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing. This deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining

Additional Work:

Additional work must be authorized by the City and shall be shown as a separate item on the invoice submitted to the City. The invoice for additional Work shall show the exact location of the work, including the name and location of the facility. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to the job and the cost for labor, providing that labor is chargeable to this additional Work.

Inspections:

All of the facilities will be inspected regularly by the City. The City may require the Contractor, or the local authorized representative, to accompany City staff during inspections, if the City is not satisfied with the Contractor's work. The Contractor or the local authorized representative is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

Employee Verification/Background. The following information must be submitted to the City no less than 30 days prior to any employee of Contractor commencing work in any City facility:

- Full Name;
- Birth Date;
- Social Security Number;
- Address; and
- California Driver's License or ID number

In addition the City will require at a minimum a live scan (F.B.I and Department of Justice wanted person system, County of Merced warrant check and review of any local record finger printing verification) and California Driver's License check.

Materials To Be Provided By The Contractor

Unless otherwise specified, the contractor shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate. The Contractor is to supply all cleansers, disinfectants, solvents, waxes, cleaning tools, equipment and any additional supplies that may be necessary for contractor to perform to the contract specifications. The City’s Facilities Manager or designee shall approve all cleaning products and solutions in advance of their use. The City promotes green cleaning practices and products; therefore use of as many green products as possible is required. The green products shall be approved by the Facilities Manager or designee.

The Contractor is encouraged to use vacuums approved by the Carpet and Rug Institute (CRI) Green Label Program to reduce building contaminants. For a list of certified vacuums, visit: <http://www.carpet-rug.org/certified-vacuums.html>

Schedule

As agreed upon by the City and contractor. The following guidelines are listed below:

Los Banos City Hall: 520 J St.	Monday, Tuesday, Thursday and Friday; 4 days per week
Los Banos Police Station: 1111 G St.	Monday, Tuesday, Thursday and Friday; 4 days per week
Los Banos F St. Maintenance Yard - Front Office: 1015 F St.	Monday, Wednesday and Friday; 3 days per week
Los Banos F St. Maintenance Yard - San Juan Office: 1015 F St.	Monday, Tuesday, Thursday and Friday; 4 days per week
Los Banos Madison Ave. Maintenance Yard – Front Office: 411 Madison Ave.	Monday, Wednesday and Friday; 3 days per week
Los Banos Madison Ave. Maintenance Yard – Break Room: 411 Madison Ave.	Monday, Tuesday, Thursday and Friday; 4 days per week
Los Banos Community Center: 645 7 th St.	Sunday through Friday; 6 days per week

ATTACHMENT 2

**CITY OF LOS BANOS
AGREEMENT FOR JANITORIAL SERVICES FOR CITY FACILITIES
[INSERT NAME OF CONTRACTOR]**

1. PARTIES AND DATE.

This Agreement (“Agreement” or “Contract”) is made and entered into this ___ day of _____, 2024 by and between the City of Los Banos a California corporation, (“City”) and _____, **INSERT CONTRACTOR NAME AND TYPE OF ENTITY** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

A. City has determined that it requires the services of a qualified Contractor to provide janitorial services for certain City facilities to include: Los Banos City Hall, 520 J Street; Los Banos Police Station, 1111 G Street; Los Banos F Street Maintenance Yard - Front Office, 1015 F Street; Los Banos F Street Maintenance Yard – Break Room, 1015 F Street; Los Banos Madison Avenue Maintenance Yard – Front Office, 411 Madison Avenue; Los Banos Madison Avenue Maintenance Yard – Break Room, 411 Madison Avenue; and the Los Banos Community Center: 645 7th Street.

B. In response to City’s formal Request for Proposals dated _____, 2024, Contractor has submitted to City a written proposal, dated ____, 2024, to provide the desired services.

C. City desires to engage Contractor to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. TERMS.

3.1. Scope of Services and Term.

3.1.1. Contract Documents. The Contract Documents shall include this Contract, City’s Request for Proposals dated _____ 2024; Contractor's Proposal dated _____ 2024 in Response to City’s Request for Proposals, attached hereto and incorporated herein by this reference. The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the

following order of priority: (1st) the main body of this Agreement; (2nd) the City's Request for Proposals, and (3rd) Contractor's Proposal.

3.1.2. General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional janitorial services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and the City's Request for Proposals for Janitorial Services issued on _____, 2024 and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, and in accordance with the specifications and conditions specified in the City's Request for Proposals for Janitorial Services issued on _____, 2024, and incorporated herein by this reference, and all applicable local, state and federal laws, rules and regulations.

3.1.3. Term. The term of this Agreement shall be from **INSERT START DATE** to **INSERT ENDING DATE** unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The City may elect to extend this Agreement for two (2) additional one-year terms, if mutually agreed upon by both parties. The City, at its option, may renew this Agreement for an agreed upon length if the Contractor has demonstrated superior performance for landscape services to the City.

3.2. Responsibilities of Contractor.

3.2.1. Contractor. Contractor desires to perform and assume responsibility for the provision of certain janitorial services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing janitorial services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans, specifications, and requirements of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.2.2. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.3. Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in **Exhibit “A”** attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4. Conformance to Applicable Requirements/Corrective Measures. All work performed by Contractor shall be subject to the approval of City. Contractor will promptly implement any corrective measures required by City regarding the requirements and obligations of this Agreement. Contractor will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of Contractor to implement required corrective measures shall result in immediate termination of this Agreement.

3.2.5. City’s Representative. The City hereby designates [**INSERT NAME AND TITLE**], or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6. Contractor’s Representative. Contractor hereby designates [**INSERT NAME AND TITLE**], or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’s Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, contractors and other staff at all reasonable times.

3.2.8. Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-

contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10. Employee Verification/Background. The following information must be submitted to the City no less than 30 days prior to any employee of Contractor commencing work in any City facility:

- Full Name;
- Birth Date;
- Social Security Number;
- Address; and
- California Driver’s License or ID number

In addition the City will require at a minimum a live scan (F.B.I and Department of Justice wanted person system, County of Merced warrant check and review of any local record finger printing verification) and California Driver’s License check.

3.2.11. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include

but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12. Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.13. Employment Eligibility; Subcontractors, Sub-subcontractors and Contractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and contractors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.12.

3.2.14. Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or contractors to meet any of the requirements provided for in Sections 3.2.12 or 3.2.13; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.12); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.15. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.16. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.17. Payment of Taxes. The Contract prices paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes that are now or hereafter may be required to be paid or withheld under any laws.

3.2.18. Permits and Licenses Contractor covenants and declares that it has obtained all certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Contract. Contractor shall comply with all permits applicable to the work. Contractor has and shall maintain the appropriate State Contractor's License, pursuant to Chapter 9 of Division 3 of the California Business and Professions Code. Contractor has and shall maintain a current Business License with City during the term of this Agreement.

3.2.19. Insurance.

3.2.19.1. Without limiting Contractor's indemnification of City, and prior to commencement of work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and, in a form, satisfactory to City.

(A) Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

(B) Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

(C) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

(D) Minimum Coverage Requirements.

i. Workers' Compensation and Employers' Liability Coverage. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii General Liability Coverage. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii Automobile Liability Coverage. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy

(E) Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Contractor's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

3.2.19.2. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

3.2.19.3. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subcontractor's policies.

3.2.19.4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.20. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.21. Hazardous Chemicals and Wastes. Should any release, discharge, leakage, spillage, emission or pollution of any hazardous chemicals or wastes occur due to Contractor's work, then Contractor at its sole cost, shall clean all affected property to the satisfaction of City and any governmental body with jurisdiction. Contractor shall immediately report any such release to the Director of Public Works. If the performance of the work outlined by these Contract Documents creates any hazardous wastes, Contractor shall properly dispose of such wastes in full accordance with federal, state and local laws, at its expense.

3.3. Fees and Payments.

3.3.1. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit “B”** attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT] (\$ INSERT NUMERICAL DOLLAR AMOUNT)** without written approval of the City’s **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2. Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.4. Indemnification.

3.4.1. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.4.2. Additional Indemnity Obligations. Contractor shall defend, with legal counsel chosen by the City and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.4.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers or agents. Contractor shall

pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5. Termination of Agreement.

3.5.1. Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.2. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6. General Provisions

3.6.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Attn: [INSERT NAME AND ADDRESS]

CITY:
Attn: Charles Bergson, P.E.
City of Los Banos
Public Works Director/City Engineer
411 Madison Avenue
Los Banos, California 93635

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2. Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Merced County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.3. Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.4. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.6.5. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.6. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.7. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its

elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.8. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

3.6.10. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.11. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.12. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.13. Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.14. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.15. Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

3.6.16. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.17 Records. Contractor will permit City to audit, examine, and make copies of all contracts, invoices, materials, payroll records of personnel, conditions of employment and or data relating to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

[INSERT CONTRACTOR NAME]

Date:

by: **[INSERT NAME]**
[INSERT TITLE]

**CITY OF LOS BANOS, a California
municipal corporation**

Date:

by: **Josh Pinheiro**
City Manager

**ATTEST:
CITY CLERK**

**Lucille L. Mallonee
City Clerk**

APPROVED AS TO FORM:

**William A. Vaughn
City Attorney**

EXHIBIT A

[TO BE INSERTED BY STAFF]

EXHIBIT B

[TO BE INSERTED BY STAFF]

ATTACHMENT 4

Fee Schedule

FEE SCHEDULE

The following cost proposal is submitted in good faith by:

Business Name: _____

Name of Principal: _____

Business Address: _____

City, State, Zip: _____

Business Email: _____

Business Phone: _____

The above named party does hereby offer to provide and deliver, as required, the janitorial services and all forms and required documents to the City of Los Banos in strict compliance with the technical specifications.

<u>Description</u>	<u>Square Feet</u>	<u>Service</u>	<u>Rate/ Month</u>	<u>Annual Cost</u>
City Hall	approx. 10,119 sf.	4 Days (M,T,T,F)		
Police Station	approx. 28,000 sf.	4 Days (M,T,T,F)		
F St. Maintenance Yard - Front Office	approx. 1,000 sf.	3 Days (M,W,F)		
F St. Maintenance Yard - San Juan Office	approx. 1,320 sf.	4 days (M,T,T,F)		
Madison Ave. Maintenance Yard – Front Office	approx. 2,000 sf.	3 Days (M,W,F)		
Madison Ave. Maintenance Yard – Break Room	approx. 2,000 sf.	4 days (M,T,T,F)		
Community Center	approx. 23,000 sf.	6 Days (Sun – Fri)		

The rate for any authorized extra services is shown below:

Extra Service	Rate