



REQUEST FOR PROPOSALS

Janitorial Services

April 2019

REQUEST FOR PROPOSAL

The City of Brentwood ("Brentwood" or "City") is accepting proposals from qualified firms to provide Janitorial Services for various buildings/facilities in Brentwood, California from July 1, 2019 through June 30, 2021 ("Proposals").

This Contract shall include the furnishing of all labor, materials and services as set forth in the Scope of Services section of this Request for Proposal (RFP). Copies of the RFP documents may be obtained from the City of Brentwood Parks and Recreation Department at the address listed below.

A pre-proposal conference and tour of the facilities will be held and interested parties are required to attend. The date of the pre-proposal conference is Thursday, April 18, 2019 at 9:30 a.m. local time in the Brentwood Community Center, Conference Room B, 35 Oak Street. **It is MANDATORY that interested parties attend this conference and tour of facilities in order to be able to submit a proposal.**

Proposals are due to the City on or before 4:00 p.m., local time, on Friday, May 3, 2019, at 150 City Park Way, Brentwood, California, 94513. Proposals received after said time, or at any place other than the time and place stated herein, will not be considered. *Postmarks will not be accepted.* Proposals must be received by the deadline above.

Proposals will be examined, evaluated, and as appropriate, recommended to the Brentwood City Council at a meeting within approximately sixty (60) days after the final date of Proposal acceptance. City reserves the right to accept multiple Proposals, reject any and all Proposals; to waive any irregularities or informalities in any Proposal or in the RFP procedure; to issue a subsequent RFP, or to postpone the final date of Proposal acceptance or award for good cause.

City hereby notifies all contractors that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises will be afforded full opportunity to submit Proposals in response to this request and will not be discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, gender orientation, or marital status in consideration for an award.

The successful Contractor must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, gender orientation, or marital status, and shall comply with the Americans with Disabilities Act.

Submittals shall be in accordance with the requirements set forth in the RFP documents. Submission of a Proposal shall constitute a firm offer to the City. Any questions concerning this RFP should be addressed to Mike Azamey, Park Maintenance Supervisor at (925) 516-5371 or sent to City of Brentwood, Parks and Recreation Department, Attention: Mike Azamey at 150 City Park Way, Brentwood, CA 94513.

Bruce Mulder,
Director of Parks and Recreation
April 2019

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PROPOSAL INFORMATION FOR CONTRACTORS

TENTATIVE SCHEDULE OF ACTIVITIES Request for Proposals for Janitorial Services

The tentative schedule of key milestones related to City of Brentwood Janitorial Services contract(s) is as follows:

Issuance of Request for Proposals	April 4, 2019
Mandatory Pre-Proposal Conference and Site Visits	April 18, 2019 at 9:30 a.m.
Written Questions Submission Deadline	April 23, 2019 at 5:00 p.m.
City Response to Written Questions	April 25, 2019
Receipt of Proposals to City	May 3, 2019 at 4:00 p.m.
Interviews	Week of May 6, 2019
Staff Recommendation to City Council	May 28, 2019
Contract Award	May 28, 2019
First Day of Janitorial Services	July 1, 2019

1. SCOPE AND LOCATION OF WORK

The Janitorial Services Contract ("Contract") is an outcome-based contract where the City has established specific standards as outcomes. The Contractor is responsible to develop a proposal necessary to maintain the expected outcome standards. The proposal is to be presented as what the total cost would be for items as described on the Proposal Form. The City will inspect the work of the Contractor against the stated standards to determine compliance and payment.

The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials, and equipment needed to perform Janitorial Services as further described in Scope of Services, which is attached hereto as Exhibit F.

2. EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any) (the "Contract Documents"). Submission of a Proposal shall constitute acknowledgment, upon which Brentwood may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their Proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and delivered to the Parks & Recreation Department by April 23, 2019 at 5:00 p.m. Interpretations, where necessary, will be made by the City in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the Proposal documents have been issued. All such addenda shall become part of the Contract. Verbal responses, if any, by City personnel will have no legal force or effect. Requests for information shall be directed to:

Mike Azamey, Park Maintenance Supervisor
City of Brentwood Parks & Recreation
150 City Park Way
Brentwood, CA 94513
Phone: (925) 516-5371
Fax: (925) 516-5447

It shall also be the Contractor's responsibility to call to the attention of the City any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of Mike Azamey, Park Maintenance Supervisor at 150 City Park Way, Brentwood, CA 94513, phone (925) 516-5371 or faxed to (925) 516-5447 in writing by 5:00 p.m. on April 23, 2019.

4. PROPOSALS

Proposals shall be in written form and must include, at a minimum, the information requested by the City. Additional pages may be attached to the Proposal, as supplemental, but not as replacement pages. All Proposals shall give all other information requested therein, and shall be signed by the Contractor or an authorized representative, with their address and contact information. Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a Proposal will render the Proposal non-responsive and may cause its rejection.

- If the Proposal is made by an individual, his or her name, signature, and post office address must be shown.
- If the Proposal is made by a firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the Proposal is made by a corporation, the Proposal shall show the name of the corporation and state under the laws of which the corporation is incorporated, the post office address of the corporation, and the signature of at least one officer authorized to sign on behalf of the corporation. Additionally, the Proposal shall include a document empowering the signator(s) to execute the Proposal and bind the corporation.
- If the Proposal is made by a joint venture, the Proposal shall be signed by at least one of the joint venture firms in a format meeting with the requirements outlined above. Additionally, the Proposal shall include a document empowering the signator(s) to execute the Proposal and bind the joint venture.

The proposer shall submit one (1) original, three (3) hard copies, and one (1) electronic copy in PDF format on a CD/flash drive of the technical and cost proposals, enclosed in a sealed envelope, labeled and delivered to Mike Azamey, Park Maintenance Supervisor, City of Brentwood Parks & Recreation, 150 City Park Way, Brentwood, California, 94513 by **Friday, May 3, 2019 at 4:00 p.m.** (the "deadline date"). Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) Proposals or modifications will be considered.

Proposal forms received after the deadline date and time will not be accepted. Postmarks will not be accepted.

No Contractor may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

Brentwood reserves the right to accept multiple Proposals, reject any and all Proposals; to waive any irregularities or informalities in any Proposal or in the RFP procedure; to issue a subsequent RFP, or to postpone the final date of Proposal acceptance or award.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. Introduction: Introduce the Proposal, including a statement of Contractor's approach for providing Janitorial services to the City of Brentwood. Give the name of the company submitting the proposal, the mailing address, telephone and fax number and the name of the contact person.

- B. Statement of Qualifications/Responsiveness: Management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Include an outline of any experience your company has had in meeting the needs of other governmental organizations. Detail any involvement, past or current, relative to litigation or other disputes, if any concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended and/or state any and all instances of being disqualified, removed, or otherwise prevent from completing the terms of any previous contracts over the past three years. Give names, street addresses, and phone numbers and explain the circumstances.
- C. Resources and Service Description: Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested services. Special emphasis should be placed on how your company will "partner" with the City to provide innovative approaches and techniques in both the services provided today and in the way it will respond to future needs in this community. Include how you can build trust into the relationship between your company and the City.
- D. Staffing Process:
1. Include a work plan of how you will staff and supervise the contract.
 2. Provide a complete overview of all training programs provided.
 3. Detail your company's employee retention program and philosophy.
 4. List the full or part time status of each employee that will be assigned to this contract.
 5. Description of designated on-site supervisor's role in delivery of contract services and availability of on-site supervisor and contingency plans when not available. Description of the line staff's role in the delivery of exceptional service.
- E. Liability Issues: Discuss how your company handles damage or theft claims.
- F. Logistical Issues: Describe how your company will make available the equipment and supplies (i.e., machinery, signs, cones, tools, chemicals, etc.) needed to perform all work, where will you be based and store equipment.
- G. Chemicals: List the chemicals proposed for use in this Contract. Describe how each will be used.
- H. Equipment: Attach an equipment inventory listing all equipment to be used for janitorial services.
- I. Communication: A description of the systems your company uses to communicate between supervisors and/or office staff and field staff. Also, describe the systems you use to assign, track, and evaluate work performed by your employees.
- J. Technology: Discuss any technology tools your company uses to stay innovative and responsive to the needs of the services you provide and will allow your staff to utilize City systems.
- K. Billing and Invoicing: Describe your company's billing and accounting system, as it will relate to this contract. Describe your capability to customize invoices to meet the City of Brentwood's needs. Attach samples of your company's billing forms and invoices.
- L. Reports: Discuss management reports, quality assurance methods, and their frequency. Emphasize how you would customize reports for City that will show work accomplished, labor hours, materials consumed, and equipment utilized by site. Attach sample reports.

- M. Service Philosophy: Discuss what your company believes to be the most important component of the services you provide and explain why.
- N. Customer Service and Quality Assurance: Discuss your company's vision of customer service and quality. Describe the steps your company takes to insure that each person's role in your organization is understood as it relates to exceptional customer service and quality assurance program.
- O. Acceptance Statement: The proposal shall include an acceptance statement regarding the janitorial company's acceptance of the City's requirements for contractor services agreement, insurance and indemnification, business license, federal clauses and certificates that are presented herein. The janitorial company shall clearly state any and all exceptions. A principal, officer or owner of the company with authority to bind the janitorial company, shall sign this acceptance statement.
- P. Proposal Prices: Proposal prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment, and all management, superintendence, permits, labor and services, except as may be provided otherwise in the Contract Documents. The prices should be listed by as specifically described on the Proposal Forms. The basis of payment shall be on a monthly fixed price basis or as otherwise agreed to in writing by the City. The City reserves the right to award individual work areas to different contractors and/or negotiate cost proposals.
- Q. Additional Work: City has the authority to direct additional work including City initiated improvements and the addition of new sites. Additional work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded. Please refer to Exhibit G Proposal Form in filling out the annual prices for various City facilities.

- R. Taxes: Proposal prices shall include all applicable federal, state, and local taxes.
- S. Pricing: The Contractor will agree to perform the described work for the prices indicated in the proposal and markup stipulated in the Contract or as negotiated by City for a period of two years from the start of Contract (July 1, 2019 – June 30, 2021). At the request of the Contractor, City will revise price to be effective for the next 12-month period on July 1st of each year. All price increases will be based on Bureau of Labor Statistics – Consumer Price Index – Urban Wage Earners and Clerical Workers for the San Francisco – Oakland – San Jose metropolitan area as of April 30th of each year. This increase shall not to exceed 3% in any one year, including any extensions in term of Contract. City also agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Contractor at the contract rates then in effect. Adjustments to quantities may be requested by either party and is subject to field verification by City.

Contractor further agrees to accept new work assigned by City during each contract period at the costs quoted in the proposal or at adjusted costs for succeeding annual periods. Indicate what your material markup is (over wholesale price) for all work types performed.

The City will only award a contract if the cost of the agreement is at or below the approved site funding allotment.

5. AWARD OF CONTRACT

The award of contract, if any, will be made within approximately sixty (60) days after the Proposal opening to the Contractor(s) with the contract proposal(s) that are most advantageous and provides the best overall value to the City as outlined in the Selection Process. Each Proposal, as submitted, shall remain in effect for sixty (60) calendar days after the date the Proposals are opened. No Contractor may withdraw its Proposal during this time period. Comparing and evaluating the Proposals based on the Selection Criteria below shall determine the Contractor(s) selected by the City. Brentwood reserves, in its sole discretion, the right to reject any and all Proposals or to waive any irregularities or informalities in any Proposal or in the RFP procedures; and to award the contract to the Contractor(s) who best meet the City's requirements.

Contractor shall be bound to the prices on the Proposal Form for the duration of the contract term except as indicated within the contract to include options if awarded by City.

6. COMPLIANCE WITH APPLICABLE LAWS

Prior to award of a contract resulting from this solicitation, the Contractor shall furnish, upon Brentwood's request, verification of payment to its employees as required by law. In addition, upon Brentwood's request, Contractor shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

7. RESERVED

8. CERTIFICATION CONCERNING CONTROL OF EMPLOYEE

Contractor shall execute the Certification Concerning Control of Employee form included with the Contract Documents and submit it to Brentwood with their Proposal.

9. CERTIFICATE REGARDING WORKERS COMPENSATION

Contractor shall execute the Certificate Regarding Workers Compensation form included with the Contract Documents as Exhibit C and submit it to Brentwood with their Proposal.

10. BACKGROUND CHECK/LIST OF EMPLOYEES

Before Contractor begins providing janitorial services for the City, Contractor shall provide the City with a list of all employees who will be entering any City facility at any time. Each employee will be required to pass a background check to the satisfaction of the City of Brentwood Chief of Police and City's Risk Manager or his or her designee, prior to entering any City facility. All direct costs associated with background check will be the responsibility of the contractor.

11. JANITORIAL SERVICES COMPANY SELECTION PROCESS/CRITERIA

The City will evaluate and rank Proposals based on proposal criteria, which will be considered along with pricing as set forth below. Any Proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a Proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract.

Information contained in the Proposal should provide information for the City to evaluate the company on the following criteria, listed in relative order of importance, including:

- **Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.** Explain the resources and methodology that will be used to accomplish this with special emphasis on how you "partner" and build trust with the City.
- **Ability of the Contractor to provide a high level of quality service and responsiveness under similar conditions and contracts with other public and/or private agencies.** Include

a detailed description of your company, staffing levels, and specific examples of service to other agencies that are similar to Brentwood. Detail any involvement past or current, relative to litigation or other disputes, and a listing of all contracts cancelled or not extended. Include contact information for references of like contracts.

- **Quality and performance assessments of work quality that exhibit high levels of satisfaction and effectiveness.** Provide a draft plan that explains your company's vision, mission and goals, your staff recruitment and retention programs, description of supervisor and line staff roles in delivery of contract services, and contingency plans when the supervisor is not available. Include a copy of company's customer service philosophy and standards, and how you measure customer satisfaction for the work you provide.
- **Ability to mobilize as directed by the City in a timely fashion and to handle emergency situations.** Include a work plan on how you will staff and supervise the contract including any draft calendar for assignments. Describe your contingency plan for emergency call out and time it will take to respond. List any special considerations that will be required for extra work assigned by the City.
- **Proven competencies in the effective and efficient implementation of best management practices.** Provide a draft plan that explains your company's training program, list of chemicals and how they will be used in the contract/if they meet green industry standards, and examples of procedures/recommendations you have used in the past to increase efficiencies in your delivery of service.
- **Demonstration of a high level of stability and long-term high quality of performance of the Company.** Related to this contract, describe the long-term stability of your company. In addition, discuss your company's billing and accounting system, capability to customize invoices to meet City of Brentwood needs, and attach samples of your billing forms/invoices. Discuss management reports, quality assurance methods, and their frequency with an emphasis as to how you will customize reports to show such things as work accomplished, labor hours, materials consumed, and equipment utilized.
- **Well organized communication system and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively without constant supervision by the City.** Demonstrate your experience with and ability to receive and process electronic work orders, a description of your communication system, and the technology your company uses to stay innovative and responsive to the City.
- **Acceptance of this contract will not affect performance in any other contract with the City of Brentwood.** Describe any existing contracts that you have with the City and the guarantee that acceptance of this contract will not diminish your ability to satisfactorily complete all contracts.

12. MODIFICATION OF PROPOSAL

Modification of a Proposal already received will be considered only if the modification is received prior to the deadline date for receiving Proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

13. POSTPONEMENT OF OPENING

Brentwood reserves the right to postpone the date and time for receiving and/or opening Proposals.

14. NON-COLLUSION AFFIDAVIT

Section 7106 of the Public Contract Code requires that each Contractor execute a Non-Collusion Affidavit on certain City contracts. Contractor shall execute the Non-Collusion Affidavit included with the Contract Documents and submit it to Brentwood with the Proposal.

15. DISQUALIFICATION OF CONTRACTOR

If there is a reason to believe that collusion exists among any of the Contractors, none of the Proposals of the participants in such collusion will be considered, and Brentwood may likewise elect to reject all Proposals received.

16. REJECTION OF PROPOSALS

City reserves the right to reject any Proposals which are incomplete, obscure, or irregular, any Proposals which omit any one or more items for which Proposals are required; any Proposals which omit unit prices if unit prices are required; any Proposals in which unit prices are unbalanced in the opinion of Brentwood; any Proposals accompanied by insufficient or irregular Proposal guaranty; and any Proposals from Contractors who have previously failed to perform properly or to complete contracts of any nature on time.

17. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

18. CONFLICT OF INTEREST

No employee, director, officer, or agent of City shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, an organization which employs, or is about to employ, any of the above, have an interest in the firm selected for award.

City's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or have a financial or other interest in the firm selected for award parties to sub agreements.

19. WARRANTY OF TITLE

Contractor warrants to Brentwood, its successors, and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to Brentwood or to its successors or assigns, is free from all liens and encumbrances.

20. WARRANTY OF FITNESS

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

21. RISK OF LOSS

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

22. CONTRACTOR'S INDEMNITY

The City and its officers, agents and employees thereof connected with the services under the contract shall not be answerable or accountable in any manner for any loss or damage that may happen to the

services or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the services; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City's officers, agents or employees.

To the fullest extent allowed by law, Contractor and Contractor's subcontractors shall defend, indemnify and hold harmless the City, its elected and appointed officers, contractors, employees, volunteers, and agents (the "City Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the Services, regardless of the Contractor's fault or negligence, including any of the same resulting from City Parties' alleged or actual negligent act or omission; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of the City Parties. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City, may be retained by the City until disposition has been made of such suits or claims for damage.

23. RECORDS/AUDIT

Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, invoices and vouchers.

Contractor shall permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for this three-year period.

Pursuant to California Government Code Section 10532, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering the Contract.

24. IDENTIFICATION OF SUBCONTRACTORS

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors must be identified by company name, address, city, state, zip code and phone number. Each subcontractor's work responsibility must be clearly called out.

Example:

Subcontractor/Phone	Address	City, State, Zip	Services
Carpet Cleaners 'R Us (925) 516-xxxx	701 ABC Street	Brentwood, CA 94513	Spot/Steam Cleaning

25. CHANGES IN CONTRACT PRICE

Other provisions of the Contract Documents notwithstanding, the Contract Price may be changed only by a Change Order or amendment duly authorized by the City Manager or his/her designee. The value of any work covered by a Change Order or amendment or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- Unit price previously approved.
- An agreed lump sum.
- The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit (including subcontractor's overhead and profit).

Unless a change order or amendment has been so executed, it shall be conclusively presumed that all work performed is included in the Contract Price.

26. PROPOSAL PROTEST

These procedures will apply to all procurement actions, whether by sealed Proposal, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed.

- A Contractor may file a protest, in writing, stating the reasons for its protest addressed to Aaron Wanden within three (3) working days after the notice of pre-award or award or after the post-award circumstances on which the protest is based has come to its attention. A detailed description of the facts underlying the protest plus any supporting documentation should be submitted. The protest should be submitted to the Aaron Wanden at the Parks & Recreation Office 150 City Park Way, Brentwood, California 94513.
- The City shall investigate the matter and respond in writing within five (5) working days, specifying any action to be taken by Brentwood.
- If the Contractor is not satisfied with the decision of the City, the Contractor may appeal the decision in writing within three (3) working days to Brentwood's City Manager. The appeal shall be submitted to City Manager, 150 City Park Way, Brentwood, California 94513.
- The City Manager or his/her designee shall investigate and shall respond in writing specifying any differences between findings and those of the City. The City Manager or his/her designee shall also state the action to be taken by Brentwood or the fact that no action shall be taken. The decision of the City Manager or his/her designee is the final decision of City.
- The Contractor will be notified of its right to appeal to the appropriate state or local administrative or judicial authorities.
- In the event a protest has been timely filed before award, City shall not make award prior to five (5) calendar days after resolution of the protest, unless City makes a written determination that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make prompt award will otherwise cause undue harm to City.

27. INSURANCE

Contractor shall, at no cost to Brentwood, obtain and maintain during the term of those insurance amounts listed in the attached Contract.

28. VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances damaged by persons other than the Contractor or Contractor's agents; or those for whom Contractor, Contractor's employees, or Contractor's agents are responsible. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the Proposal or on time and materials quotes for work not called out in proposal. Contractor(s) shall be responsible for reporting to City and repairing or replacing all appurtenances damaged by Contractor(s) or Contractor's agents. List unit costs for any repairs that you would encounter.

29. OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

City will inspect the Contractor(s)' work and rate it according to the standards and inspection criteria, included in Exhibit E "Maintenance Standards". Contractor(s) will be paid for work rated as "meets standards". Contractor(s) will not be paid for work rated as "unsatisfactory" until conditions improve and rate as "meet standards." If an area does not meet City standards, it will be considered "unsatisfactory". Contractor(s) will not be paid additional amounts for remedial work required to improve "unsatisfactory" areas. City staff will work closely with contractor(s)' representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests solely with the Contractor.

The Contractor will provide electronic versions of the "monthly inspections" to the City by the 10th of the following month as to each site's compliance with City standards. The inspection can be "noted exception" which only indicates areas that do not meet standards. In addition to the noted exceptions, an action plan with deadlines is to be provided to the City to indicate when corrections will be made. Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in.

For any site that fails to meet City standards as a result of some action that is Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back to compliance. Should the City notice the Contractor of a site(s) that does not meet City standards, and the Contractor has not notified the City, the Contractor will be put on notice in writing to bring the site back into compliance by the next scheduled working day.

If at any time during a notice by the City, the Contractor does not bring the site into conformance within one (1) business day, the following penalty will occur:

The City will withhold one day's pay for each day that the work has not been brought to compliance with the City's standards.

The Parties will observe the following problem resolution process:

- Written notice of problem
- Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor
- Conference between City's representative and Contractor's principal
- Imposition of penalties and/or correcting defect at Contractor's cost
- Termination of Contract

30. PRE-INSPECTION OF SITE OF WORK FOR PROPOSAL SUBMISSION

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. A **mandatory** Pre-Proposal Conference with **mandatory** Site Visit will be held on **Thursday, April 18, 2019 at 9:30 a.m.** Contractors may apply to the City for additional information and explanation by submitting questions and inquiries in writing no later than April 23, 2019 at 5:00 p.m. However, no supplemental information requested or furnished shall vary the terms of the

Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

31. PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, etc. seq.), unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act and (3) the Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

32. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.**

33. SUBMITTAL REQUIREMENTS

The proposer shall submit one (1) original, three (3) hard copies, and one (1) electronic copy in PDF format on a CD/flash drive of the technical and cost proposals, enclosed in a sealed envelope, labeled and delivered to:

Mike Azamey, Park Maintenance Supervisor
City of Brentwood Parks & Recreation
150 City Park Way
Brentwood, California, 94513

City staff will accept proposals for Janitorial Services of City Facilities until 4:00 p.m. on **Friday, May 3, 2019**. *Postmarks will not be accepted and late Proposals will not be considered.*

GENERAL CONDITIONS

GENERAL CONDITIONS

1. DISPLACED JANITOR OPPORTUNITY ACT

Any janitorial contractor or subcontractor employing 25 or more individuals shall be subject to the employee retention and reporting provisions of the Displaced Janitor Opportunity Act (Labor Code §§ 1060-1065).

2. RENDITION OF SERVICES

Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and timely manner satisfactory to Brentwood standards. Brentwood standards are described in Exhibit E.

3. COOPERATION AND CARE

A. Should construction be under way by the City, other agencies or other contractors within or adjacent to the limits of the services or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to avoid any delay or hindrance to their work. The City reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

B. The Contractor shall have the charge and care of the services and of the materials to be used therein, including materials for which partial payment has been received.

4. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of Brentwood. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing work for the Contractor shall be one solely between said parties.

5. RELEASE OF INFORMATION

The Contractor shall not release any reports, information, or promotional materials prepared in connection with the Agreement without obtaining the prior permission of Brentwood by providing a copy to Brentwood for review, comments and approval.

6. NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by Brentwood, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

7. ACCEPTANCE

A. Acceptance by Brentwood of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of Brentwood.

B. Brentwood shall reject and refuse to pay for, any and all non-conforming services.

C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in this Contract.

8. LEGAL RELATIONS AND RESPONSIBILITIES

A. The Contractor shall keep fully informed concerning all requirements of law, including, but not limited to all federal, state, and local laws and regulations, which in any

manner affect the performance of work under this Contract. The Contractor shall at all times observe, and shall cause all employees and sub-contractors to observe, all such requirements of law and shall protect, indemnify, defend, and hold harmless Brentwood, its officers, agents and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Contractor or its employees or sub-contractors. If any discrepancy or inconsistency is discovered in the Contract of the work in relation to any such requirements or laws, the Contractor shall immediately report the same to Brentwood.

B. If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

9. COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished pursuant to this Agreement shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by Brentwood, provide certification and evidence of such compliance.

10. CONTRACT CHANGE ORDER / AMENDMENT

A. Brentwood may at any time make alterations, deviations, additions to or deletions from the Contract Documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by Brentwood to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.

B. Any such changes will be set forth in a written Contract Change Order/ Amendment issued by Brentwood. The Contract Change Order/Amendment will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Contract Change Order or Amendment shall not become effective until the City Manager has signed it.

C. No changes or deviations from the Contract Documents shall be made without an approved Contract change order or amendment, except in the case of emergency. In such case and upon receipt of a written directive signed by the City Manager, the Contractor shall proceed with the ordered work and Brentwood will prepare a written contract change order or amendment for approval and issuance to the Contractor as soon thereafter as practicable.

D. In the event, the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Services and would result in an adjustment in the amount of cost of the Contract, the Contractor shall so advise Brentwood in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting thereof.

E. Disagreement by the Contractor with Brentwood's determination of the need for, or amount of, an adjustment in Contract price or Contract time associated with an approved contract change order or amendment (or disagreement by the Contractor with Brentwood's determination that a change has not occurred and no contract change order or amendment is needed) shall not, under any circumstances relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract change order or amendment.

11. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The

Contractor shall immediately report any such release to Brentwood. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against Brentwood by any agency as a result of such release and shall hold harmless, indemnify and defend Brentwood from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against Brentwood, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including Brentwood.

If the performance of the work outlined by these Contract Documents creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own Environmental Protection Agency Generator Number. In no event shall Brentwood be identified as the generator. The Contractor shall notify Brentwood of any such hazardous wastes and Brentwood reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend Brentwood from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

12. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

13. RESPONSE TIME

Contract supervision shall be immediately available at all times Contractor employees are working on sites, and must be available twenty-four (24) hours a day via fax, telephone or pager and must respond to an emergency situation/major discrepancy in the Contract within two hours of initial contact.

14. QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate on-site supervision and direction of all Contractor's employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

15. CONTRACTOR'S EMPLOYEES

Only authorized Contractor's employees that have been cleared/approved through the background check process as described in Section 10 Background Check/List of Employees in the Proposal Information for Contractors section of this document are allowed on premises. Should Contractor or its employees or agents permit unauthorized personnel on the City premises, then Contractor may be found in breach of the Contract and City reserves the right to pursue all remedies provided for by the Contract and law. At all times, personnel shall wear

uniforms and carry employer-issued identification badges that must be shown to any City employee upon request. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees shall not use tobacco products, drugs, alcohol or other items of this nature anywhere on premises or within 1,000 feet of City property.

16. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) days after the date specified on the Notice to Proceed and shall diligently prosecute the same to completion within the time set forth in these Contract Documents. Failure to diligently prosecute the work for more than three (3) working days shall constitute a breach of contract.

Hours of Work. The Contractor shall not perform work during the business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (unless otherwise noted below). The request must be received at least two (2) working days in advance of any work. No work will be allowed on City of Brentwood Holidays except in the case of an emergency. Prior to awarding of a contract, the City will negotiate with the successful Contractor(s) to set the actual hours of work. If Contractor requests overtime work in which the City will incur costs, the City will subtract the costs associated with the overtime from the Contractor's payment as a "deduct". A listing of City of Brentwood Holidays is as follows:

July 4, 2019	Thursday	Independence Day
September 2, 2019	Monday	Labor Day
November 11, 2019	Monday	Veteran's Day (observed)
November 28, 2019	Thursday	Thanksgiving Day
November 29, 2019	Friday	Holiday
December 24, 2019	Tuesday	Christmas Eve
December 25, 2019	Wednesday	Christmas Day
December 31, 2019	Tuesday	New Year's Eve
January 1, 2020	Wednesday	New Year's Day
January 20, 2020	Monday	Martin Luther King Jr. Day
February 17, 2020	Monday	Presidents' Day
May 25, 2020	Monday	Memorial Day
July 3, 2020	Friday	Independence Day
September 7, 2010	Monday	Labor Day
November 11, 2020	Wednesday	Veteran's Day
November 26, 2020	Thursday	Thanksgiving Day
November 27, 2020	Friday	Holiday
December 24, 2020	Thursday	Christmas Eve
December 25, 2020	Friday	Christmas Day
December 31, 2020	Thursday	New Year's Eve

CONTRACT FOR JANITORIAL SERVICES

This Contract for Janitorial Services (the "Contract") is made this ____ day of _____, 2019 by and between the City of Brentwood (the "Owner" or "City") and _____, a _____ (the "Contractor") (Each a "Party" and collectively, "Parties").

RECITALS

A. **WHEREAS**, the City solicited a Request for Proposals (RFP) for Janitorial Services in the manner prescribed by law; and

B. **WHEREAS**, Contractor represents that it is qualified and willing to provide such janitorial services; and

C. **WHEREAS**, after review of all proposals submitted, City determined that Contractor best met the selection criteria for the Work; and

AGREEMENT

FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents. The following documents are incorporated into and made part of this Contract by this reference:

- (a) Request for Proposals and General Conditions
- (b) Exhibit "A" – Power of Attorney (required only for partnerships/joint ventures)
- (c) Exhibit "B" – Certificate Concerning Control of Employee
- (e) Exhibit "C" – Certificate Regarding Worker's Compensation
- (f) Exhibit "D" – Non-Collusion Affidavit
- (g) Exhibit "E" – Maintenance Standards
- (h) Exhibit "F" – Scope of Services
- (i) Exhibit "G" - Proposal Forms for Janitorial Services

The documents shall be referred to collectively as the "Contract Documents".

2. Scope.

2.1. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, services, testing and/or any other act or thing required to diligently and fully perform and complete the work generally described as follows: Janitorial Services as described in Exhibit "F" Scope of Services (the "Work").

2.2. The Work shall be performed in accordance, and Contractor shall comply, with, all requirements of the Contract Documents. Where there is a conflict between the requirements of the various Contract Documents, the more stringent requirement shall govern.

2.3. Without limiting the foregoing description, the Work includes, but is not limited to, the following:

- (a) Provide labor, material and equipment required for the Work.

- (b) Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals as requested by City.
- (c) Obtain all necessary permits and approvals for the Work.
- (d) Protect all materials to be used in the Work in accordance with the specifications and local, state and federal law.
- (e) Protect existing facilities and personal property.
- (f) Prepare and submit a written monthly activity report to City for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the 10th day of the following month.
- (g) Unload, hoist and otherwise handle Contractor's own materials, supplies and equipment.
- (h) Coordinate with Owner-scheduled events.
- (i) Comply with all local codes and regulations that regulate and govern the Work.
- (j) Provide suitable and adequate sanitary conveniences that conform to local regulations at suitable locations for the use of Contractor's employees and its Sub-Contractors.

2.4. Contractor shall perform the Work with due care, in accordance with generally accepted practices for janitorial services and the scope of Contractor's obligations under this Contract.

3. Price.

3.1. City agrees to pay, and Contractor agrees to accept, for full performance of the Work, the prices janitorial services and Additional Work as set forth in Exhibit G of this Contract. The total amount paid to Contractor for the term of the Contract shall not exceed _____ (\$ _____) (the "Contract Price") subject to adjustments for changes in the Work as may be directed in writing by City.

FY 2019/20 \$ _____ (July 1, 2019 – June 30, 2020)
 FY 2020/21 \$ _____ which includes a not to exceed 3% estimated CPI

City will revise price to be effective for the next 12-month period on July 1st of each year. All price increases will be based on Bureau of Labor Statistics – Consumer Price Index – Urban Wage Earners and Clerical Workers for the San Francisco – Oakland – San Jose metropolitan area as of April 30th of each year.

3.2. Contractor shall submit written applications for progress payments in a form satisfactory to City on or before the first day of each month on account of janitorial services and Additional Work provided during the preceding month.

3.3. Within thirty (30) days after receipt of each application for progress payment, City shall verify the accuracy of the progress payment application, correct the charges where appropriate, and make payment to Contractor in an amount equal to the amount of such application, as verified or corrected by City. No payment made hereunder shall be construed as evidence of acceptance of any part of the Work. City reserves the right to withhold payment from Contractor on account of Work not performed satisfactorily, delays in Contractor's performance of Work, or other defaults hereunder. City shall promptly notify Contractor of any invoiced amounts that City disputes, and City and Contractor shall work to promptly resolve any such disputes. Contractor shall not stop or delay performance of Work under this Agreement on account of payment disputes with City.

3.4. Payment to Contractor shall be considered as full compensation of all labor, supervision, materials, supplies, and equipment used in carrying out the Work. Contractor shall pay all taxes, including sales, use and income taxes, incurred in connection with performance of the Work.

3.5. Pursuant to Section 29. Outcome-Based Contract and Inspection Problem Resolution Process of the Request for Proposals, City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to:

- (a) Require Contractor to correct such work or billings; or
- (b) Seek any other legal remedy.

3.6. Should work be requested by City or proposed by Contractor that is beyond the Work described in the Contract Documents, the Contractor shall provide a written request for consideration of Additional Work to the City. Contractor shall not provide Additional Work until Contractor has received written approval from the City to perform same. Should the Contractor elect to proceed prior to receiving written approval by the City for Additional Work, the Contractor does so at Contractor's own risk. In no event shall City pay for Additional Work made necessary by Contractor's errors or oversights. The City will pay for approved Additional Work at the rates set forth in this Contract.

3.7. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, and other documents, in form satisfactory to City, prior to receipt of any payment.

4. Entire Agreement. This Contract and the documents incorporated herein by reference constitute the entire agreement between City and Contractor with regard to the subject matter of this agreement and supersede any prior written or oral representations.

5. Time.

5.1. Contractor shall continue performance of the Work without interruption.

5.2. Time is of the essence in the performance of this Contract.

5.3. Contractor shall provide City with scheduling information in a form acceptable to City, including any changes made by City in the scheduling of work. Contractor shall coordinate the Work with that of all other Contractors, Sub-Contractors and suppliers so as not to delay or damage their performance.

5.4. **The initial contract will be awarded through June 30, 2021 with the possibility of two, 2-year extensions.** The City Manager may amend the Agreement to extend it for additional periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

6. Labor. The Contract is subject to the provisions of the California Labor Code and the Contractor and any Sub-Contractor must comply with all applicable provisions, including, but not limited to, the following:

6.1. Contractor shall comply with all applicable provisions of Sections 1810- 1815 of the California Labor Code relating to working hours. The Contractor, shall as a penalty to the City, forfeit the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1½ times the base rate of pay. Pursuant to Labor Code sections 1773.1 and 1773.9 and applicable wage determinations, the Contractor will pay travel and subsistence as required. Contractor and any Sub-Contractor shall keep accurate payroll records, in accordance with Section 1776 of the Labor Code, showing the name, address, social security number, work classification, straight time and overtime

hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.

6.2. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 et. seq. of the Labor Code. Prior to commencement of the Work, the Contractor shall sign and file with the City a certification in the form attached to this Contract as Exhibit C:

"I am aware of the provisions of Section 3700 et. seq. of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of Section 3700 et. seq.."

7. Changes in Work.

7.1. City may, from time to time, request changes to this Contract or the Work. Such requests shall be made in writing by the City's Project Manager, and shall describe in detail the proposed additions, deletions, or modifications to the Work. Contractor shall respond to such request in writing, with a statement of the costs, expenses and time required to perform the requested work. Neither the City's request nor the Contractor's response shall constitute a modification of this Contract. Any modification shall be contained in a written amendment to this Contract signed by an authorized representative on behalf of City. City's execution of the amendment shall constitute authorization to proceed with the changed work.

7.2. Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without any such written direction.

7.3. If the City directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract Price will be adjusted based on one of the following:

- (a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices in Contractor's bid or proposal or this Contract to the quantities involved in the changed work;
- (b) By establishment of new unit prices and related quantities for the changed work;
- (c) By a combination of existing and new unit prices and related quantities for the changed work; or
- (d) By mutual acceptance of a lump sum.

8. Claims. If any dispute shall arise between City and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation to City within ten (10) days after commencement of the disputed work. Contractor's failure to give written notice within the ten (10) day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

9. Inspection of Work. Contractor shall make the Work accessible at all reasonable times for inspection by the City.

10. Assignment and Subcontracting.

10.1. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

10.2. No Sub-Contractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work pursuant to the provisions of the Contract Documents.

10.3. Reserved

10.4. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the Sub-Contractor shall be removed immediately at the request of the City and shall not again be employed on the Work.

10.5. Contractor may not assign performance of the Contract except upon written consent of the City.

11. Termination and Suspension.

11.1 Should Contractor fail within five (5) working days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of City or failure pay its creditors, City may terminate this Contract for default. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct any deficient element of the Work and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable overhead, profit and attorneys' fees.

11.2 City may, at any time, terminate the Contract at City's convenience upon thirty (30) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which cost shall be documented to City's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination. Should Contractor fail to complete the Work through the date listed on a Notice of Termination, then to ensure the completion of the Work, the City has the right to hire a replacement contractor at Contractor's expense until the date the termination is effective.

11.3 If City terminates Contractor for default, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under Section 11.2, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

11.4 City may, in writing, order Contractor to suspend all or any part of the Contractor's Work for the City's convenience or an account of events beyond City's control. If City suspends Contractor's performance for more than one hundred twenty (120) consecutive days, an adjustment to the Contractor's compensation may be made for increased costs, if any.

11.5 The performance of work under the Contract may be terminated by City, in its discretion, upon application therefore by the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics, if such, causes irrecoverably disrupt or render impossible the Contractors performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

12. Hold Harmless and Indemnification.

12.1 The City and its officers, agents and employees thereof connected with the Work, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City's officers, agents or employees.

12.2 To the fullest extent allowed by law, Contractor and Contractor's subcontractors shall defend, indemnify and hold harmless the City, its elected and appointed officers, contractors, volunteers and employees and agents (the "City Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the Work, regardless of the Contractor's fault or negligence, including any of the same resulting from City Parties' alleged or actual negligent act or omission; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of the City Parties. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

12.3 In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City, may be retained by the City until disposition has been made of such suits or claims for damage.

13. Insurance.

13.1 Contractor shall obtain, at its sole cost and expense, all insurance required by this Agreement. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the Contract, and before execution of the Contract by the City.

13.2 The insurance requirements specified herein shall apply to all Sub-Contractors, although the limits of insurance may be reduced with the City's written consent. The Contractor shall designate appropriate insurance limits for Sub-Contractors which shall be subject to the approval of the City. It shall be the responsibility of the Contractor to ensure that all Sub-Contractors comply with this provision, and to verify their compliance when requested by the City. The Contractor shall not allow any Sub-Contractor to commence work until all insurance required of the Sub-Contractor has been obtained and verified by the Contractor. Sub-Contractors shall furnish original certificates and endorsements as verification of insurance coverage. Upon request, Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Sub-Contractors to City; provided, however, that this shall not relieve Contractor of its obligation to ascertain the existence of such insurance.

13.3 The insurance required by this Agreement shall be maintained by Contractor in full force and effect at all times during prosecution of the Work and until the expiration of the warranty period following the final completion and acceptance thereof by City, and every policy shall be endorsed to state that it shall not be assigned, cancelled, or reduced in coverage without thirty (30) days' prior written notice to City. Every policy shall also be endorsed to state that the City shall be given written notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

13.4 The following are the minimum insurance requirements of this Contract:

- (a) Contractor shall maintain a Commercial General Liability insurance policy (on Insurance Services Office form number CG 0001 – “occurrence” form) insuring Contractor for an amount not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate limit of not less than Two Million Dollars (\$2,000,000) for bodily injury, personal injury and property damage.
- (b) Contractor shall maintain an Automobile Liability insurance policy (on Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 “any auto,” and endorsement CA 0025) insuring Contractor for an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (c) Contractor shall provide a Janitorial/Business Services Bond in an amount not less than One Hundred Thousand Dollars (\$100,000).
- (d) Contractor shall maintain a Workers’ Compensation and Employers’ Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor as follows:
 - (1) This policy shall provide coverage for Workers’ Compensation (Coverage A) in accordance with California law.
 - (2) This policy shall also provide coverage for One Million Dollars (\$1,000,000) Employers’ Liability (Coverage B).
- (e) All of the following endorsements are required to be made a part of each of the required policies, except for the Workers’ Compensation and Employers’ Liability policies:
 - (1) “The City of Brentwood and its employees, officers, agents and Contractors are hereby added as additional insureds, but only as respects work done by, for on behalf of the named insured.”
 - (2) “This policy shall be considered primary insurance as respects any other valid and collectible insurance, self-insurance or joint self-insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it.”
- (f) The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- (g) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the additional insured parties.
- (h) Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (i) Insurance is to be placed with insurers with a Best’s rating of no less than A:VII.
- (j) Any deductibles or self-insured retentions must be declared to and approved by the City. At the City’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.5 Waiver of Subrogation. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

13.6 Insurance Requirements are Material Element of Performance. In the event of the breach of any provision of this section, or in the event of any notices received which indicate any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

14. Laws To Be Observed.

14.1 Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

14.2 Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work and shall protect and indemnify the City, and all officers and employees thereof against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree by Contractor, its agents or employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the City in writing.

14.3 Contractor must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference or marital status, and shall comply with the Americans with Disabilities Act.

15. Notices. All notices required under this Contract shall be given in writing, sent via facsimile or US Mail, addressed to the recipient at the address set forth below the signatures at the end of this Agreement.

For City:

Name: Park/Maintenance Sup.
Address: 150 City Park Way
Brentwood, CA 94513
Phone No.: (925) 516-5444
Facsimile No.: (925) 516-5447

Contractor:

Name: _____
Title: _____
Address: _____
Phone No.: _____
Facsimile No: _____

16. Differing Site Conditions.

16.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- (a) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

16.2 The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

16.3 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

16.4 In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with the Work. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

17. Records and Audits.

17.1 Contractor and its Sub-Contractors shall establish and maintain records pertaining to this Contract. Contractor's and Sub-Contractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, invoices and vouchers.

17.2 Contractor shall permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for this three-year period.

18. Independent Contractor.

18.1 In performing the Work, Contractor shall be, and is, an independent Contractor and not an employee of City. Contractor shall have and exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of the Work. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and other all other regulations governing such matters.

18.2 The relationship between City and Contractor is not exclusive. Contractor may perform services for and contract with as many additional clients, persons or companies as Contractor sees fit. City may contract with others for performance of the same or services similar to those covered by this Contract at its discretion.

18.3 Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, income and personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Work to be performed by Contractor.

18.4 Additional Charges. Charges from Contractor to City will not be honored or paid by City unless the charges are authorized and approved by City at the time the Work for which a charge is submitted is being performed.

18.5 Clean-up. Contractor will remove all debris, unused materials or equipment resulting from performance of the Work, no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from monies due or to become due to the Contractor.

19. Non-Collusion Affidavit. In accordance with Public Contract Code Section 7106, the Contractor is required to execute a Non-Collusion Affidavit in the form attached hereto. Contractor shall submit the executed Affidavit to the City with the signed Contract.

20. Severability/Partial Invalidity. If any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

21. Governing Law/Venue. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Contra Costa, if in state court, or in the federal court assigned to Contra Costa County, if in federal court.

22. Counterparts. This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. Authorized Signatories. All parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s).

24. Conflicts of Interest. Contractor covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way affect Contractor's performance of Work under this Contract. Contractor further covenants that in the performance of the Contract, no person having any such interest shall be employed by it as an officer, employee, agent or Sub-Contractor without the express written consent of City. Contractor agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of this Contract.

25. Remedies Not Exclusive. Except as provided in Sections 11.2 and 11.3, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. Successors and Assigns. All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. Other than City, Contractor and their successors and assigns, there are no other beneficiaries of this Contract.

27. Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

28. No Waiver of Default. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

29. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations; and will, at all times it is performing the Work, have and maintain a City of Brentwood Business Tax Certificate.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract as of the date first above written.

CONTRACTOR:

* By: _____

Printed Name: _____

Title: _____

** By: _____

Printed Name: _____

Title: _____

CITY:

By: _____
Gustavo "Gus" Vina, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

CONTRACTORS CHECKLIST

- Power of Attorney (Exhibit A) – ***only required for partnerships/joint ventures***
- Certification Concerning Control of Employee (Exhibit B)
- Certificate Regarding Workers Compensation (Exhibit C)
- Non-Collusion Affidavit (Exhibit D)
- Maintenance Standards (Exhibit E)
- Scope of Services (Exhibit F)
- Proposal Form – Janitorial Services (Exhibit G)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS. That _____ constituting all of the (general partners/venturers) of the (partnership/joint venture) known as _____ which is desirous of entering into a contract with the City of Brentwood, do hereby designate and appoint _____ one of the (general partners/venturers) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the (partnership/joint venture), to execute a proposal for and to execute and enter into Contract for Janitorial Services with the City of Brentwood, and to represent and bind the undersigned and the (partnership/joint venture), in all matters in connection with such proposal and contract; and the undersigned specifically acknowledge and agree that the execution of such proposal or contract by the Managing Sponsor shall constitute the agreement of each (general partner/venturer) to be jointly and severally liable for any and all of the duties and obligations of the (partnership/joint venture) arising from such proposal or contract.

IN WITNESS WHEREOF the undersigned have executed this Power of Attorney this _____ day of _____, 2019.

Company Name

By: _____

Title: _____

Subscribed and Sworn to before me
This _____ day of _____, 2019

Notary Public in and for State of _____
residing at _____

REQUIRED CERTIFICATIONS

The following forms must be completely and accurately filled out, signed, notarized (as required), and returned with Proposal.

CERTIFICATE CONCERNING CONTROL OF EMPLOYEE

The Contractor, by entering into this Agreement with the City of Brentwood (City) to perform or provide work, services, or materials to City, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractors employees. Contractor and its employees in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of City. Contractor or a Subcontractor employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which City provides its own employees. Should a court award Contractor's employees or a Subcontractor's employees, any such pension employees plan, insurance, bonus or any similar benefits which City provides its own employees, then Contractor shall pay all costs associated with such an award.

Any infraction of this Certification shall be cause for termination of this Agreement.

Signed

Authorized Representative of Contractor

Title

Date

CERTIFICATE REGARDING WORKERS COMPENSATION

Contract with the CITY OF BRENTWOOD, 150 City Park Way, Brentwood, California 94513, for:

Janitorial Services

Contract No. _____

Labor Code Section 3700:

“Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.”

I am aware of the provisions of Section 3700 et. seq. of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 2019

(Contractor)
By _____

(Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor with the Authority prior to performing any work under this contract.)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____ ss.

_____, being first duly sworn, deposes and says that he or she is _____ (title) of _____, the party making the foregoing Proposal,

that the Proposal:

- is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- is genuine and not collusive or sham

that the Contractor:

- has not, directly or indirectly, induced or solicited any other Contractor to put in a false or sham Proposal
- has not, directly or indirectly, colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing
- has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract
- assures that all statements contained in the Proposal are true
- has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Signed: _____

Date: _____

Contractors Printed Name: _____

CITY OF BRENTWOOD FACILITY MAINTENANCE STANDARDS

(Sections applicable to this Contract)

Visitors of the City of Brentwood Facilities will find the conditions described in the standards below:

Section 1 Accessibility

1. All City facilities are places of public accommodation, and as such, shall be maintained in a manner that meets the requirements of the Americans with Disabilities Act of 1990 (42 U.S.C.12181).

Section 3 Drinking Fountains

- 3.1 Fountains will be clean, and fully functional.
- 3.2 Stainless steel fountains shall be wiped clean, sanitized, polished and free of spots, grease and smudges.

Section 4 Exterior of Facilities

- 4.1 General Use Standard
 - 4.1.1 Facility entrances (approximately the 10' area around each doorway) shall be swept, washed, or blown free from debris, stains and sticky substances (i.e., gum), and free of litter.
 - 4.1.2 Facility windows, window sills and doors (up to 8' high) shall be clean and free of dust, dead bugs, spots and smudges.
 - 4.1.3 Facility shall be clean of all spider webs.
 - 4.1.4 Facility floor mats shall be swept, pressure washed or blown free from debris and stains.
 - 4.1.5 Facility will be properly secured during non-operational hours.

Section 7 Interior of Facilities

- 7.1 General Use Standard
 - 7.1.1 Facility shall be clean of all spider webs.
 - 7.1.2 Facility floors shall be swept, vacuumed and mopped.
 - 7.1.3 Facility tile/grout and carpet shall be clean and free of spots and stains.
 - 7.1.4 Facility wood floors shall be maintained per manufacturer recommendations, or if unavailable, use Best Management Practices to prolong the life of the flooring material.
 - 7.1.5 Facility waste baskets/recycle containers will be emptied and liners replaced and disposed of appropriately.
 - 7.1.6 Facility shall be dust free of all surface areas i.e.: desks, counters, cabinets, artificial plants, bookcases, pictures window sills, tops of doors etc.
 - 7.1.7 Facility blinds/window coverings shall be free of dust and stains.
 - 7.1.8 Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
 - 7.1.9 Facility appliances shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
 - 7.1.10 Facility walls, doors, chair rails and air vents shall be wiped clean and free of stains and dust.
 - 7.1.11 Facility windows, window sills and doors (up to 8' high) shall be clean and free of dust, dead bugs, spots and smudges.
 - 7.1.12 Facility plastic/aluminum tables and chairs shall be wiped clean, sanitized and disinfected.
 - 7.1.13 Facility will comply with State and local Health Department standards.
 - 7.1.14 Facility elevators shall be wiped clean, swept, vacuumed, and mopped and shall be free of litter, dust, and debris.
 - 7.1.15 Facility stairwells shall have handrails wiped/polished and shall be free of dust and debris.

Section 8 Kitchen

- 8.1 General Use Standard
 - 8.1.1 Facility floors shall be swept and mopped free of spots, stains, and grease.
 - 8.1.2 Facility tile/grout and fiberglass back splash walls shall be clean and free of spots and stains.

- 8.1.3 Facility waste baskets/recycle containers will be emptied and liners replaced. Waste shall be disposed of properly.
- 8.1.4 Facility shall be dust free on all surface areas (i.e., top shelves of counters, window sills, tops of doors, etc.)
- 8.1.4 Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- 8.1.5 Facility appliances shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- 8.1.6 Facility will comply with State and local Health Department standards.
- 8.1.7 Facility floor mats shall be swept, pressure washed or blown free from debris, stains and installed properly.
- 8.1.8 Facility floor drains shall be clean, odor free, free of debris, and flushed with clean water.

Section 10 Lockers/Changing Rooms

- 10.1 General Use Standard
 - 10.1.1 Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
 - 10.1.2 Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be kept stocked and replenished. Use green products when possible.
 - 10.1.3 Facility tile floors shall be swept and mopped with germicidal solution.
 - 10.1.4 Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
 - 10.1.5 All tiles, shower pans shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
 - 10.1.6 Facility floor mats shall be swept, pressure washed or blown free from debris, stains and installed properly.
 - 10.1.7 Facility mirrors, sinks, fixtures, commodes, partitions and walls shall be clean.
 - 10.1.8 All facility sinks, fixtures, shower curtains, and commodes shall be disinfected and sanitized with water soluble products. (Do not leave any un-dissolved cleaning agents behind.)
 - 10.1.9 Facility fixtures, dispensers shall be free of leaks and maintained in proper working condition.
 - 10.1.10 Facility will comply with State and local Health Department standards.

Section 15 Restrooms

- 15.1 General Use Standard
 - 15.1.1 Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
 - 15.1.2 Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be kept stocked and replenished. Use green products when possible.
 - 15.1.3 Facility tile floors shall be swept and mopped with germicidal solution.
 - 15.1.4 Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
 - 15.1.5 All tiles shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
 - 15.1.6 Tile shall be sealed.
 - 15.1.7 Facility mirrors, sinks, fixtures, commodes, partitions and walls shall be clean.
 - 15.1.8 Facility floor mats shall be swept, pressure washed or blown free from debris, stains and installed properly.
 - 15.1.9 All facility sinks, diaper changing areas, fixtures, commodes shall be disinfected and sanitized with water soluble products. (Do not leave any un-dissolved cleaning agents behind.)
 - 15.1.10 Facility fixtures, dispensers shall be free of leaks and maintained in proper working condition.
 - 15.1.11 Facility floor drains shall be clean, odor free, free of debris, and flushed with clean water.

Section 17 Trash Enclosures and On-site Storage

- 17.8 Buildings and structures will be locked when not in use.
- 17.9 On-site storage will be kept to the minimum necessary to promote effective use and maintenance of the facility.
- 17.10 The enclosure area around the trash compacter at City Hall shall be kept clean and free of debris.

A. SPECIAL INSTRUCTIONS

1. City Hall and the Brentwood Community Center are LEED certified at the silver level. As such, only “green” products and best maintenance practices are to be used in the cleaning and maintenance of these buildings.
2. Only authorized Contractor’s employees that have been cleared/approved through the background check process are allowed on premises.
3. All cleaning products shall be approved by City prior to use by Contractor.
4. Contractor shall maintain on site an up-to-date set of MSDS (material safety and data sheets) for all chemicals and cleaning products used at the site.
5. Cardboard boxes are not to be removed unless appropriately marked for disposal by City.
6. Contractors will report hazardous conditions and items beyond minor repair to Facilities Supervisor, or designee, for correction.
7. At all times, personnel shall wear uniforms and carry employer-issued identification badges that must be shown to any City employee upon request.
8. All of Contractor’s employees responsible to open and close City facilities shall be capable of setting/operating fire and burglar alarm systems properly. Contractor will be responsible for costs incurred in alarm systems are not properly operated and/or staff is called out to respond.
9. Contractor shall comply with City procedures and requirements regarding sanitary techniques and safety. In addition, Contractor shall be in accord with OSHA Act #1910.1030 regarding worker exposures to blood-borne pathogens.
10. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions by be contrary to the public interest or inconsistent with the best interests of the City.
11. Contractor’s employees shall be properly certified (I-9) citizens, Visa, and/or green cards as appropriate.
12. Items found or left behind by patrons are to be turned into to the Park & Recreation front office lost and found. Contractor to contact Project Manager when an item has been found and placed in the lost and found.
13. Contractor shall spot clean fire hose cabinets.
14. Contractor shall maintain Janitorial closets in a clean and orderly condition.
15. Contractor shall maintain area around the dumpsters in a clean condition.

B. CITY PROVIDED SUPPLIES

City will specifically provide the following products for use by Contractor in maintaining the Facilities of City of Brentwood as specified in the Scope of Services and Maintenance Schedule.

- Paper Toilet Products (tissue and seat covers)
- Paper Hand Towels
- Feminine Hygiene Products
- Liquid Hand Soap
- Restroom Air Freshener
- Urinal blocks / deodorizers
- Trash liners

All other supplies shall be provided by Contractor

C. INSPECTIONS

City and Contractor shall jointly conduct monthly quality of service inspections of areas maintained by Contractor. City reserves the right to conduct additional independent inspections without the Contractor being present.

D. TRASH/RECYCLING

The Contractor must remove all recyclable trash from each location per the identified service schedule for each location. Recyclable trash must be removed separately from other trash to avoid contamination and placed in designated recycle bins and transported to designated pick-up locations. Upon award of contract, Park/Maintenance staff will train Contractor in operation of trash compactor receptacles at City Hall.

E. STAFF GENERAL RESPONSIBILITIES

1. Contractor shall be responsible to schedule clean up times after evening meetings.
2. Contractor shall be responsible to secure all gates.
3. Contractor shall register with City of Brentwood 24-hour emergency numbers including beeper and cell phone. Responsible party/supervisor must return call within 1 hour.

SPECIAL PROVISION TO BE OBSERVED WHILE CLEANING AREAS WITH DATA PROCESSING MACHINES, WORD PROCESSING AND OTHER ELECTRONIC DEVICES

1. Contractor shall not move or jar computers, and/or data processing machines, equipment and accessories. Computers and other electronic equipment are very sensitive and must not be moved, bumped, jarred, or tampered with without prior approval.
2. Contractor shall not use steel wool, powdered cleansers, brushes, dusters, rags or waste that leave dust nor any material containing silicon on or around this equipment.

SCOPE OF SERVICES

Dates of operation are to indicate that the contractor is expected to do a standard cleaning of the facility to the established City of Brentwood Facility Maintenance Standards – Exhibit “E”.

FACILITY	ADDRESS	DATES OF OPERATION	TIMES OF OPERATION	JANITORIAL NEEDS
Brentwood Family Aquatic Complex	195 Griffith Lane	November 1 – January 31	No Service	No Service
		February – April <i>(weekdays)</i>	5:00 am – 8:45 pm	5 Day Service
		May – September <i>(7 days a week)</i>	5:00 am – 8:45 pm <i>(weekdays)</i> 11:30 – 6:30 pm <i>(weekends)</i>	7 Day Service
		October <i>(weekdays)</i>	5:00 am – 8:45 pm	5 Day Service
Brentwood Library	104 Oak Street	Monday – Thursday Friday – Saturday	10 a.m. – 8:00 p.m. 10 a.m. – 6:00 p.m.	6 Day Service
Heritage High School Community Aquatic Center Building**	101 American Ave.	January – 1 st Week of June	6:00 pm – 9:00 pm <i>(weekdays)</i>	5 Day Service
		2 nd week of June – July	7:00 am – 9:00 am 4:30 pm – 8:30 pm <i>(weekdays)</i>	5 Day Service
		August – December	6:00 pm – 9:00 pm <i>(weekdays)</i>	5 Day Service
City Hall <i>Lobby, Lobby Restrooms, Office Restrooms, & Break Rooms</i> <i>Offices & All Other Spaces</i>	150 City Park Way		8:00 am – 5:00 pm <i>(weekdays)</i>	5 Day Service
			8:00 am – 5:00 pm <i>(weekdays)</i>	Mon, Wed, Fri
<i>Carpet cleaning is required in the City Hall Lobby, Permit Center Lobby, and Utility Billing Public Areas two times per month. All other carpeted areas in City Hall require cleaning one time per year.</i>				
Community Center <i>Lobby, Lobby Restrooms, Office Restrooms, Break Rms</i> <i>Commercial Kitchen</i> <i>Offices & All Other Spaces</i>	35 Oak Street		8:00 am – 5:00 pm <i>(weekdays)</i>	5 Day Service
			8:00 am – 5:00 pm <i>(weekdays)</i>	Tues, Thurs.
			8:00 am – 5:00 pm <i>(weekdays)</i>	Tues, Wed, Fri
<i>Note that carpet cleaning on the first floor of the Community Center is required two times per month. All carpet on the second floor is required one time per year.</i>				
Los Medanos College	101A Sand Creek Rd.	8:00 am – 10:00 pm 9:00 am – 1:00 pm	Monday – Friday Friday - Saturday	6 Day Service
Parking Garage Elevators and Stairwells Only	100 City Park Way	8:00 am – 5:00 pm	Monday – Friday	Once per week
Police Department	9100 Brentwood Blvd.	24 hours	Daily	Mon, Wed, Fri
Police Substation (at the Streets)	2565 Sand Creek Rd.		Daily	Once per week
Public Works				
Solid Waste	2301 Elkins Way	7:30 am – 5:00 pm	Monday - Friday	5 Day service
Waste Water	2251 Elkins Way	7:30 am – 3:30 pm	Monday - Friday	Tues, Wed, Fri
Municipal Services Center	2201 Elkins Way	7:30 am – 3:30 pm	Monday - Friday	Tues, Wed, Fri
<i>Carpet cleaning is required in the Municipal Services Center one time per year.</i>				
Women’s Club	648 Second Street	8:00 am – 5:00 pm	Monday - Friday	Tues, Wed, Fri
Senior Center	193 Griffith Lane	8:00 am – varies	Monday - Friday	5 Day service

City of Brentwood Janitorial Services

PROPOSAL FORM

FACILITY	ADDRESS	SQ. FEET	YEARLY RATE	DAILY RATE
Brentwood Family Aquatic Complex	195 Griffith Lane	3,182	\$ _____	\$ _____
Brentwood Library	104 Oak Street	20,000	\$ _____	\$ _____
Heritage High School Community Aquatic Center Building	101 American Ave.	350	\$ _____	\$ _____
City Hall	150 City Park Way	58,000	\$ _____	\$ _____
Community Center	35 Oak Street	24,000	\$ _____	\$ _____
Los Medanos College	101 A Sand Creek Road	18,830	\$ _____	\$ _____
Los Medanos College Day Porter Services (3 hours per weekday)	101A Sand Creek Road	N/A	\$ _____	\$ _____
Parking Garage Elevators and Stairwells Only	100 City Park Way	4 Levels	\$ _____	\$ _____
Police Department	9100 Brentwood Blvd.	47,634	\$ _____	\$ _____
Police Sub Station (Streets of Brentwood)	2565 Sand Creek Road	500	\$ _____	\$ _____
Public Works	2201 Elkins Way (Mun. Services Center) 2301 Elkins Way (Solid Waste) 2251 Elkins Way (Waste Water) Fleet Building	12,120 3,398 6,216 600	\$ _____	\$ _____
Women's Club	648 Second Street	300	\$ _____	\$ _____
Senior Center	193 Griffith Lane	8,000	\$ _____	\$ _____

Discount (if any) offered if City awards ALL facilities listed to your company: _____ percent (%)

THE CITY RESERVES THE RIGHT TO AWARD INDIVIDUAL WORK AREAS TO DIFFERENT CONTRACTORS AND/OR NEGOTIATE COST PROPOSALS.

ADDITIONAL WORK:

As a part of the management of City facilities, the City of Brentwood allows for rental of the Brentwood Senior Activity Center and the Brentwood Community Center seven (7) days per week. Depending on the situation, the City may contract for the clean up after a rental. Please provide a quote on the cleaning per occurrence for rentals that are not covered under the standard daily frequency stated in your contract. This is additional work and is only done at the direction of the City of Brentwood who will specify the specific time and date for the work. This quote follows all of the terms and conditions of the signed contract for the City of Brentwood Request for Proposals for Janitorial Services.

Brentwood Community Center: 35 Oak Street

- 1. Community room (Full – A and B combined) _____
- 2. Community room, kitchen, lobby, hallway, bathrooms _____
- 3. Community room A, kitchen, lobby, hallway, bathrooms _____
- 4. Community room B, lobby, hallway, bathrooms _____
- 5. Kitchen, hallway, bathrooms _____
- 6. Kitchen only _____
- 7. Multi-purpose room (Full – A and B combined) _____
- 8. Multi-purpose room, hallway, bathrooms _____
- 9. Multi-purpose room, kitchen, hallway, bathrooms _____
- 10. Multi-purpose room A, hallway, bathrooms _____
- 11. Multi-purpose room B, hallway, bathrooms _____
- 12. Art Classroom _____
- 13. Art Classroom, hallway, bathrooms _____
- 14. Conference Room (Full – A and B combined) _____
- 15. Conference Room A only _____
- 16. Conference Room B only _____
- 17. Parking Garage elevators and stairwells _____

Brentwood Senior Activity Center: 193 Griffith Lane

- 1. Entire facility (with exception of Game Room) _____
- 2. Main hall, kitchen, lobby, hallway, bathrooms _____
- 3. Meeting room, lobby, hallway, bathrooms _____
- 4. Class room, lobby, hallway, bathrooms _____
- 5. Combination meeting/class rooms, lobby, hallway, bathrooms _____
- 6. Set-up tables (min. 5 to max. 20) and chairs (min 50 - max 120) _____

FLAT RATE ADDITIONAL OPTIONS:

- Cleaning interior of refrigerators (per occurrence/per unit): _____
- Cleaning interior of microwaves (per occurrence/per unit): _____
- Cleaning interior of light lenses (per occurrence/per unit): _____
- Directed carpet cleaning (per square foot)
beyond frequencies state in the Scope of Services _____

HOURLY RATES FOR ADDITIONAL WORK:

Hourly rate for additional work. Please provide a list of services and associated unit costs that your company provides:

SERVICE	HOURLY RATE
	\$ _____
	\$ _____
	\$ _____

PROPOSAL FORM SIGNATURE PAGE

Company Information:

Company Name: _____
Mailing Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

Proposal Submitted By:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.