



## City Council Staff Report

DATE: December 18, 2013 CONSENT CALENDAR

SUBJECT: APPROVE A FIVE-YEAR CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES AT VARIOUS CITY FACILITIES

FROM: David H. Ready, City Manager

BY: Maintenance and Facilities Department

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### SUMMARY

The City contracts for janitorial services for various city-owned facilities, excluding the Palm Springs International Airport and the Palm Springs Convention Center. The previous five-year contract is nearing the end of the term, and the City Council will consider approving a new five-year contract for janitorial services.

### RECOMMENDATION:

1. Approve an Agreement with Advanced Inc. DBA Progreen Building Maintenance, for janitorial services at various city owned facilities, for a 3 year term at \$234,000.00 per year, with two, one (1) year renewal options subject to a CPI increase.
2. Authorize the City Manager to extend the current agreement for janitorial services for a period not to exceed two months, under the same terms and conditions, during the interim period.
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Maintenance and Facilities Department oversees the on-going maintenance and janitorial services of all City-owned facilities with the exception of the Palm Springs International Airport and the Palm Springs Convention Center. The 16 facilities included in this scope of work are as follows: City Hall, City Yard, Fleet Operations, Police Headquarters, Downtown Police Sub-Station, Downtown Parking Structure, Main Library, Fire Dept. Administration Headquarters, Pavilion, Leisure Center, Swim Center, Demuth Community Center, Desert Highland Center, Rudy's Store, VillageFest Restroom Trailer and the Train Station.

The Procurement and Contracting Division conducted a Request for Proposals (RFP) No. 03-14 that was issued on September 26, advertised on September 29 and

ITEM NO. 211

October 6, posted to the City's website, and sent to 21 potential vendors. A pre-proposal conference and site tour was conducted on October 10. Eleven responsive proposals were received and evaluated by a committee of City Staff from various facilities including: Kathie Hart, City Hall Administration, Jeannie Kays, Library, Vicki Oltean, Parks and Recreation, Dennis Graham, Police Department, and Patrick Sweeny, Director of Maintenance and Facilities.

Proposals were received from the following firms: ABM Janitorial Services, Able Building Maintenance, General Building Management Co, Great Cleaning Services, ICS, Kemp & Sons General Services, Merchants Building Maintenance, Progreen Building Maintenance, RKV Management, Santa Fe Building Maintenance, and Spotless Complete Services.

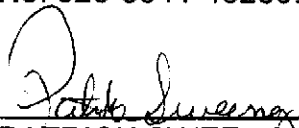
Proposals were evaluated on multiple criteria including their experience, proposed staffing plan, supervision and training of employees, communication methods, safety training and record, references and cost. While cost was not the sole determining criteria, the proposals ranged from a low of \$206,756 to a high of \$417,941 per year.

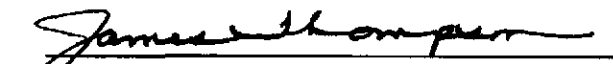
The evaluation committee ranked Advanced Inc. DBA Progreen Building Maintenance as the highest ranked firm based on the quality of their proposal in response to the criteria and the overall comparative value of their \$234,000 annual cost proposal and staffing plan. The cost represents a 7% decrease over the amount currently being paid

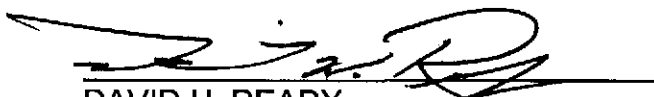
Advanced Inc. Progreen Building Maintenance is based in Whittier, California, and has over 35 years experience in providing janitorial service for commercial and municipal clients throughout Southern California. Progreen has successfully provided Janitorial services to the City for the past five years. They are also committed to utilizing a local labor force and shall comply with Chapter 4.5 of the California Labor Code known as the Displaced Janitor Opportunity Act, enacted by SB20 in January, 2002.

FISCAL IMPACT:

The annual cost for the proposed janitorial services is \$234,000. Funding for janitorial services has been approved in the Fiscal Year 2013-14 budget in Account No. 520-5641-43280.

  
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PATRICK SWEENEY  
Director of Maintenance and Facilities

  
\_\_\_\_\_  
JAMES THOMPSON  
Chief of Staff/City Clerk

  
\_\_\_\_\_  
DAVID H. READY  
City Manager

Attachment:  
Contract Services Agreement

**CONTRACT SERVICES AGREEMENT  
JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES**

THIS CONTRACT SERVICES AGREEMENT ( "Agreement") is entered into, and effective on \_\_\_\_\_, 201\_\_\_\_, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and PROGreen Building Maintenance, A CALIFORNIA CORPORATION ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

**RECITALS**

A. City has determined that there is a need for Janitorial services for various City Facilities project ("Project").

B. Contractor has submitted to City a proposal to provide Janitorial Services for various City Facilities to the City for the Project under the terms of this Agreement.

C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Contractor to provide such Contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the Contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest Contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest Contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced Contractors performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the City ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Contractor's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or

inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Contractor's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

**1.4 Licenses, Permits, Fees, and Assessments.** Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**1.5 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

**1.6 Care of Work.** Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five

percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered under this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of Two Hundred Thirty Four Thousand Dollars, (\$234,000.00) per year for the initial three (3) year term, with two (2) one-year renewal options subject to a CPI adjustment, ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

**2.2. Method of Payment.** Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

**3.2 Schedule of Performance.** Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

**3.4 Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or

by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Contractor.** The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Michael J. Sullivan, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

**4.4 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for Contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

## **5. INSURANCE**

**5.1 Types of Insurance.** Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for Contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Errors and Omissions Insurance.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form Contract liability (errors and omissions) insurance coverage in an amount of not less than one million



dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any Contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the Contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. **Employer Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII,

or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

## **6. INDEMNIFICATION**

**6.1 Indemnification and Reimbursement.** To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's

employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

**6.2 Design Contract Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design Contract services agreement" and Contractor is a "design Contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Contractor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in subsection 6.1 in favor of the Indemnified Parties. In addition, Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## **7. REPORTS AND RECORDS**

**7.1 Accounting Records.** Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2 Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of

California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Default of Contractor.** Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

**8.4 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

**8.5 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not

preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**8.6 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.7 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. MISCELLANEOUS PROVISIONS**

**10.1 Patent and Copyright Infringement.** To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the



normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs  
Attention: City Manager & City Clerk  
3200 E. Tahquitz Canyon Way  
Palm springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Contractor: PROGreen Building Maintenance  
10834 E. Whittier Blvd.  
Whittier, CA 90606  
Attention: Michael Sullivan  
Telephone: 562-692-0704  
Facsimile: 562-456-5287

**10.3 Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements,

representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

**10.4 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**"CITY"**  
**City of Palm Springs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David H. Ready  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Douglas C. Holland,  
City Attorney

By: \_\_\_\_\_  
James Thompson,  
City Clerk

**APPROVED BY CITY COUNCIL:**

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

**CONTRACTOR NAME:**

\_\_\_\_\_  
Corporation

Check one  Individual  Partnership

\_\_\_\_\_  
Address

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature (Notarized)

\_\_\_\_\_  
Signature (Notarized)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK, SERVICES, OBJECTIVES, SPECIFICATIONS AND LOCATIONS:

Generally, the scope of work consists of, but is not limited to, providing the regularly scheduled janitorial services and appropriate supplies to effectively, and safely maintain a high level of cleanliness for specified City Facilities in accordance with the best standards of practice. It shall be the successful Contractors responsibility to furnish at his/her own expense all tools equipment, janitorial supplies, labor, fuel, materials, supervision and services necessary for the satisfactory performance of the work as set forth in these specifications.

A. LOCATION AND TOTAL AREA TO BE SERVICED

The total area to be serviced is estimated at 192,345 square feet with the following breakdown per facility:

Building/ Area/ Location	Sq. Ft/ Carpet	Sq Ft / Wood Rubber/Vinyl or Concrete/Steel	Sq. Ft of Tile
City Hall: 3200 East Tahquitz Canyon Way (80)	33,658		2,878
City Yard: 425 N. Civic Drive (40)	2,300		3,100
Fleet Bldg.: 425 N. Civic Drive (16)	3,150		2,700
Police Dept.: 200 S. Civic Drive (130)	26,630		8,275
Police Jail: 200 S. Civic Drive (2)		7,520	
Police Downtown Sub-Station: 105 S. Indian	1,620		191
Main Library: 300 S. Sunrise Way (20)	31,564		936
Fire Station #2: 300 N. El Cielo (10) Admin only	3,715		445
Pavillion: 401 S. Pavillion Way (1)	4,490	10,126 [w]	4,120
Leisure Center: 401 S. Pavillion Way (13)	1,602	2,648 [w]	4,251
Swim Center : 401 S. Pavillion Way (5)	-		1,320
Demuth Community Center 3601 E. Mesquite			12,600
Desert Highland Center: 480 Tramview Rd (3)	2,289	6,782 [r]	1,144
Train Station: 6001 Palm Springs Train Stn. Rd.	-		120
Downtown Parking Structure: 275 Indian Canyon		11,023 [c/s]	88
Rudy's Store 211 S. Palm Canyon		900 [w]	
Village Fest Restroom Trailer - 425 N. Civic Drive		160 [v]	
<b>TOTALS:</b>	<b>111,018</b>	<b>39,159</b>	<b>42,168</b>

**NOTE:** The approximate number of persons based in each facility is indicated in parentheses.

B. SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor's base price shall include rest room supplies to be supplied in sufficient quantities as to be continuously available in all rest rooms included in this Contract. Quality shall not be less than that generally available in a first class American hotel and shall be subject to the approval of the City's Facilities Maintenance Manager. Supplies shall include the following:

Rest Room Supplies:

- Toilet Tissue, two ply
- Hand Towels, as appropriate
- Feminine sanitary supplies (napkins and tampons)  
(vendor may recover ten cents per item via dispenser charge)
- Commode seat covers
- Commode and urinal deodorant bars
- Hand soap, lotion
- Hand soap, powdered
- Air Fresheners
- Waterless Urinal Traps

**Other Supplies:**

- Plastic Trash Liners (for ALL waste receptacles)
- Cleaners
- Disinfectants
- Strippers & Waxes
- Hand Sanitizers

**Green Products**

The City of Palm Springs is concerned with providing and maintaining a clean and safe environment for its employees, City Officials, and visitors. Therefore, the Contractor shall be required to implement a cleaning program where all chemicals and products will be classified as "Green". "Green Products" are described as those that are safe for the environment and safe for the end user. It is understood that not every cleaning function has an appropriate "green product" but the Contractor should routinely monitor the market for newer and safer chemicals to reduce employee and visitor exposure. The Contractor shall take a pro-active role to achieve compliance in this area. In any event, the Contractor will provide the Facility Manager with a complete list of cleaning products designating each product as green or non-green. All products shall be subject to approval by the City for their compliance with this requirement. The City shall determine which certifications and or seal of green certifications are acceptable.

**C. STANDARDS AND FREQUENCY OF JANITORIAL SERVICES FOR SPECIFIC LOCATIONS**

The following standards shall be used by the Contract Administrator in evaluating custodial service:

1. Dusting - A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.
2. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.
3. Sweeping/Vacuuming - A properly swept floor is free of all dirt, grit, lint, insects and debris, except embedded dirt and grit.
4. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
5. Damp Mopping - A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

6. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
7. Glass Cleaning - Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
8. Floor Finish Removal (Stripping) - Removal is accomplished when surfaces have all finished removed down to the flooring materials including baseboards, are free of dirt, stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately.
9. Finished Floor (Application) - A floor is satisfactorily finished when all old wax/polish has been completely removed, including in corners and along edges and sufficient coats of sealer and wax/polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing.
10. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water and the floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
11. Buffing of Finished Floor Surfaces - All finished floor areas will be spray buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid and City approved spray-buff products shall be used.
12. Wall Washing - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
13. Spot Cleaning Carpets - A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers.
14. Janitorial Personnel - There is to be a janitorial person available during normal business hours Monday through Friday. Transportation is to be provided by the vendor/ personnel.
15. Public Restrooms - Engineering and Planning receives approximately 900-1000 patrons per month that will impact the public restrooms outside of the Engineering and Planning Building. Approximately 400 patrons per day visit the Police Department.
16. Swim Center - The Palm Springs Swim Center September thru May: Receives 75-150 patrons daily depending upon swim teams. June through August, Monday through Friday approximately 400 plus patrons visit daily. Weekends have less traffic as there are no summer camps using the pool.
17. Desert Highland Unity Center - There are approximately 100 users both male and female, Monday thru Friday that utilize the facility. Saturday and Sunday there are approximately 200-300 patrons at the facility.
18. Leisure Center - For all classes, staff and parents, approximately 150-200 patrons per day utilize this center.

19. Demuth Community Center - The Palm Springs Demuth Community Center receives 75-150 patrons daily.

20. Village Fest Restroom Trailer - Every Thursday during the Village Fest event, approximately 500+ patrons utilize the restroom trailer facility.

**LOCATIONS:**

**CITY HALL, CITY YARD, FLEET OPERATIONS BUILDING, MAIN LIBRARY, PAVILION, LEISURE CENTER, SWIM CENTER, FIRE STATION #2 ADMINISTRATION, DEMUTH COMMUNITY CENTER, RUDY'S STORE AND TRAIN STATION.**

**GENERAL, EXECUTIVE AND LOBBY AREAS OF THE FOLLOWING LOCATIONS:**

- CITY HALL, CITY YARD, FLEET OPERATIONS BLDG, FIRE STATION #2 ADMINISTRATION TO BE CLEANED FOUR (4) DAYS PER WEEK - MONDAY THROUGH THURSDAY
- MAIN LIBRARY, LEISURE CENTER, DEMUTH COMMUNITY CENTER AND THE TRAIN STATION TO BE CLEANED SIX (6) DAYS PER WEEK - MONDAY THROUGH SATURDAY.
- SWIM CENTER AND PAVILION TO BE CLEANED SEVEN (7) DAYS PER WEEK - INCLUDING HOLIDAYS
- RUDY'S STORE: SEASONAL. SEPTEMBER 1 THROUGH JUNE 1, ONE DAY PER WEEK.
- VILLAGE FEST RESTROOM TRAILER TO BE CLEANED EVERY THURSDAY EVENING AFTER VILLAGE FEST EVENT

1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
3. Clean and disinfect with damp cloth counters, public telephones and glass tops.
4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture; spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
7. Dust mop hard surface floors; including stairs and landings.
8. Mop hard surface floors where needed for drink spills, mud; remove gum, tar, etc..
9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl, wood and tile floors must be buffed on an "as needed" basis to insure high gloss shine.



**TO BE CLEANED WEEKLY ON THURSDAY:**

1. Dust thoroughly desks (except when laden with paperwork), tables, bookcases, lamps and other office furniture.
2. Clean and mop all hard surface floors; insure high gloss shine.
3. Spot clean and damp wipe plastic, vinyl and leather chairs and/or sofa backs, seats and arms.
4. Dust doors and door frames.
5. Clean entry door metal, receptacles and thresholds.
6. Spot clean and vacuum carpeting (prior to 8 a.m. or after 5 p.m.).
7. Damp wipe tables, table tops and chairs and chair legs.

**KITCHEN/LOUNGE, LOCKER, WEIGHT ROOM AREAS OF THE FOLLOWING LOCATIONS:**

- CITY HALL, CITY YARD, FLEET OPERATIONS BLDG, FIRE STATION #2 ADMINISTRATION TO BE CLEANED FOUR (4) DAYS PER WEEK - MONDAY THROUGH THURSDAY
  - MAIN LIBRARY AND LEISURE CENTER TO BE CLEANED SIX (6) DAYS PER WEEK - MONDAY THROUGH SATURDAY
  - SWIM CENTER AND PAVILION TO BE CLEANED SEVEN (7) DAYS PER WEEK - INCLUDING HOLIDAYS.
1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
  2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
  3. Clean and disinfect with damp cloth all counters, public telephones, sinks and glass tops.
  4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
  5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
  6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture; spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
  7. Dust mop hard surface floors; including stairs and landings.
  8. Mop hard surface floors where needed for drink spills, mud; remove gum, tar, etc.
  9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.

10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl, wood and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**WEEKLY - TO BE DONE ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE WITH THE CONTRACTOR AND THE CITY):**

1. Wipe clean sinks, drain boards, microwaves and counter tops.
2. Damp wipe table tops and chairs.
3. Sweep and damp mop floors.
4. Vacuum carpeting.
5. Damp wipe and clean tops, sides and fronts of appliances (stove, refrigerator, dishwasher, microwave oven).
6. Dust weight room equipment.

**RESTROOMS OF THE FOLLOWING LOCATIONS:**

- CITY HALL, CITY YARD, FLEET OPERATIONS BLDG, FIRE STATION #2 ADMINISTRATION TO BE CLEANED FOUR (4) DAYS PER WEEK - MONDAY THROUGH THURSDAY
  - MAIN LIBRARY AND LEISURE CENTER TO BE CLEANED SIX (6) DAYS PER WEEK - MONDAY THROUGH SATURDAY
  - SWIM CENTER AND PAVILION TO BE CLEANED SEVEN (7) DAYS PER WEEK - INCLUDING HOLIDAYS
1. Empty and wipe clean (inside and out) all waste containers and remove trash to main waste receptacle.
  2. Empty sanitary napkin containers and replace liner.
  3. Polish all metal, mirrors and dispensers.
  4. Clean and disinfect: Wash basins, counter tops, shower stalls toilet bowls (including underside and tops of seats) and urinals.
  5. Spot clean walls around wash basin, dispensers and other fixtures.
  6. Clean floor with germicidal solution.
  7. Refill soap, sanitary napkin, towel, tissue and toilet cover dispensers.
  8. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**WEEKLY - TO BE DONE ON TUESDAY (OR OTHER DAY MUTUALLY AGREEABLE WITH CONTRACTOR AND THE CITY):**

1. Wash down tile walls and toilet partitions.
2. High dust restroom walls.
3. Pour water down floor drains.
4. Clean appropriately rest room chairs, sofas and other furniture.

**ALL LOCATIONS:**

- TO BE CLEANED MONTHLY DURING THE FIRST WEEK OF THE MONTH:
  1. Dust mop spot clean and vacuum entire floor area.
  2. High dust wall and ceilings.
  3. Vacuum air grills.
  4. Dust pictures, frames, clocks, panel boxes, fire extinguisher and other wall fixtures.
  5. Dust sides and tops of all lockers, file and storage cabinets; dust window sills, shelves, and other ledges.
  6. Polish meeting room and public area table tops.
  7. Clean public access partition glass inside and outside.

**TO BE CLEANED THREE (3) TIMES PER YEAR DURING THE MONTHS OF FEBRUARY, JUNE AND OCTOBER AT ALL LOCATIONS:**

1. Strip, scrub and re-wax vinyl, tile and terrazzo floors with pre-approved product designated for type of flooring.
2. Scrub, mop and re-seal wood floors with pre-approved product designated for type of flooring.
3. Dust with a treated cloth wall paneling.
4. Vacuum all fabric 1) walls, 2) furniture and 3) drapes.
5. Clean and polish all metal furniture.
6. Dust or damp wipe push-plate, kick-plates, and baseboards and moldings.
7. Damp wipe exterior surface of light fixtures.
8. Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
9. Clean all windows and glass, inside and outside.
10. Clean all vertical blinds.

**FOR THE FOLLOWING LOCATIONS:**

**POLICE DEPARTMENT (includes Sub-Station, Jail, and the Coachella Valley Narcotics Taskforce office area).**

**\*Please note the Section D., Special Requirements, paragraph 2.3, for contractor's employees working in Police locations.**

**GENERAL, EXECUTIVE AND LOBBY AREAS**

- **TO BE CLEANED FIVE (5) DAYS PER WEEK - MONDAY THROUGH FRIDAY:** Special Note: The Coachella Valley Narcotics Taskforce (CVNT) offices located in the basement of the Police Department may ONLY be cleaned during NORMAL business hours:
  1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area. Empty all Recycled paper receptacles into large collection bins provided at each location by the city.
  2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
  3. Clean with damp cloth, counters, public telephones and glass tops.
  4. Spot clean walls, woodwork and doors; door frames and dust clean fingerprints, dust, soil, gum, etc.
  5. Spot clean partition glass.
  6. Vacuum carpeting (prior to 8 a.m. and after 5 p.m.).
  7. Dust mop hard surfaces floors; spot mop where needed for drink spills, mud, etc.
  8. Clean and polish drinking fountains and metal housings and trim removing smudges, and other marks.
  9. Clean main entry door glass inside and out; spot clean other entry door glass.
  10. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**RECORDS, COMMUNICATIONS, AND MAIN LOBBY AREAS:**

- **TO BE CLEANED SEVEN (7) DAYS PER WEEK (INCLUDING HOLIDAYS):**
  1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
  2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
  3. Clean and disinfect with damp cloth all counters, public telephones and glass tops.
  4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.

5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture; spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
7. Dust mop hard surface floors; including stairs and landings.
8. Mop hard surface floors where needed for drink spills, mud, remove gum, tar, etc.
9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**TO BE CLEANED WEEKLY ON FRIDAY:**

1. Dust thoroughly desks (except when laden with paperwork), tables, bookcases, lamps and other office furniture.
2. Damp mop all hard surface floors, including Police Department stairs and stairwell.
3. Damp wipe plastic, vinyl and leather chairs and/or sofa backs, seats and arms.
4. Dust door and door frames.
5. Clean entry door metal and thresholds.
6. Vacuum carpeting (prior to 8 a.m. and after 5 p.m.) except Communications area.
7. Clean reception area partition glass, inside and out.
8. Damp wipe elevator car walls and handrails.
9. Vacuum elevator car floor and tracks.
10. Damp wipe stairway handrail.

**TO BE CLEANED WEEKLY ON WEDNESDAY OR THURSDAY:**

1. Vacuum carpeting in Communications area between 1 a.m. and 5 a.m.

**KITCHEN/LOUNGE, LOCKER, WEIGHT ROOM AREAS**

• **TO BE CLEANED SEVEN (7) DAYS PER WEEK (INCLUDING HOLIDAYS):**

1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.

2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
3. Clean and disinfect with damp cloth all counters, public telephones and glass tops.
4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture, spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
7. Dust mop hard surface floors; including stairs and landings.
8. Mop hard surface floors where needed for drink spills, mud; remove gum, tar, etc.
9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**TO BE CLEANED WEEKLY ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY):**

1. Wipe clean sinks, drain board's microwaves, and counter tops.
2. Damp wipe table tops and chairs.
3. Sweep and damp mop floors, including weight room.
4. Vacuum carpeting, including Police Department locker room.
5. Damp wipe and clean tops, sides and fronts of appliances (stove, refrigerator, dishwasher, microwave oven).
6. Dust weight room equipment.

**RESTROOMS**

• **TO BE CLEANED SEVEN (7) DAYS PER WEEK (INCLUDING HOLIDAYS):**

1. Empty and wipe clean (inside and out) all waste containers and remove trash to main waste receptacle.
2. Empty sanitary napkin containers and replace liner.
3. Polish all metal, mirrors and dispensers.
4. Clean and disinfect: wash basins, counter tops, toilet bowls (including underside and tops of seats) and urinals.

5. Spot clean walls around wash basin, dispensers and other fixtures.
6. Clean floor with germicidal solution.
7. Refill soap, sanitary napkin, towel, tissue and toilet seat cover dispensers.

WEEKLY - TO BE DONE ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO CONTRACTOR AND THE CITY):

1. Wash down tile walls and toilet partitions.
2. High dust restroom walls.
3. Pour water down floor drains.
4. Clean appropriately restroom chairs, sofas and other furniture.

**ALL AREAS**

• TO BE CLEANED MONTHLY DURING THE FIRST WEEK OF THE MONTH:

1. Dust mop, spot clean and vacuum entire floor area.
2. High dust walls and ceilings.
3. Vacuum air grills.
4. Dust pictures, frames, clocks, panel boxes, fire extinguisher and other wall fixtures.
5. Dust sides and tops of all lockers, file and storage cabinets; dust window sills, shelves, and ledges.
6. Polish meeting room and public area table tops.
7. Clean public access partition glass, inside and outside.
8. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

TO BE CLEANED THREE (3) TIMES PER YEAR DURING THE MONTHS OF FEBRUARY, JUNE AND OCTOBER:

1. Strip, scrub and re-wax vinyl, tile and terrazzo floors with pre-approved product designated for type of flooring.
2. Dust wall paneling with a treated cloth.
3. Vacuum all fabric 1) walls, 2) furniture, and 3) drapes.
4. Clean and polish all metal furniture.
5. Dust or damp wipe push-plate, kick-plates, and baseboards and moldings.
6. Damp wipe exterior surface of light fixtures.

7. Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
8. Clean all windows and glass, inside and outside.
9. Clean all vertical blinds.

**FOR THE FOLLOWING LOCATION: DESERT HIGHLAND UNITY CENTER  
GENERAL, ADMINISTRATIVE, AND LOBBY AREA**

- TO BE CLEANED FIVE (5) DAYS PER WEEK, AFTER 9PM OR A TIME MUTUALLY AGREEABLE TO CONTRACTOR AND CITY:
1. Empty and wipe clean (inside and outside) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
  2. Empty and wipe clean ashtrays.
  3. Clean sand urns and damp wipe exposed area.
  4. Clean with damp cloth, counters, public telephones and glass tops.
  5. Spot clean walls, woodwork and doors.
  6. Spot clean partition glass.
  7. Vacuum carpeting
  8. Dust mop hard surface floors; spot mop where needed for drink spills, mud, etc.
  9. Clean and polish drinking fountains and metal housings.
  10. Clean main entry door glass inside and outside; spot clean other entry door glass.
  11. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

TO BE CLEANED WEEKLY ON FRIDAY:

1. Dust thoroughly desks (except when laden with paperwork), tables, bookcases, lamps and other office furniture.
2. Damp mop all hard surface floors.
3. Damp wipe plastic, vinyl and leather chairs and/or sofa backs, seats and arms.
4. Dust door and door frames.
5. Clean entry door metal and thresholds.
6. Vacuum carpeting.



## **KITCHEN**

- TO BE CLEANED FIVE (5) DAYS PER WEEK:

1. Empty and wipe clean (inside and outside) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
2. Clean with damp cloth, counters, public telephones and glass tops.
3. Spot clean walls, woodwork and doors.
4. Spot clean partition glass.
5. Dust mop hard surface floors; spot mop where needed for drink spills, mud, etc.
6. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

TO BE CLEANED WEEKLY ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO CONTRACTOR AND CITY):

1. Wipe clean sinks, drain boards and counter tops.
2. Damp wipe table tops and chairs.
3. Sweep and damp mop floors.
4. Damp wipe and clean tops, sides and fronts of appliances (stove, refrigerator, dishwasher, microwave oven).

## **REST ROOMS**

- TO BE CLEANED FIVE (5) DAYS PER WEEK:

1. Empty and wipe clean (inside and outside) all waste containers and remove trash to main waste receptacle.
2. Empty sanitary napkin containers and replace liner.
3. Polish all metal, mirrors and dispensers.
4. Clean and disinfect: wash basins, counter tops, toilet bowls (including underside and tops of seats) and urinals.
5. Clean walls around wash basin, dispensers and other fixtures.
6. Clean floor with germicidal solution.
7. Refill soap, sanitary napkin, towel, tissue and toilet seat cover dispensers.

WEEKLY - TO BE DONE ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY):

1. Wash down tile walls and toilet partitions.

2. High dust rest room walls.
3. Pour water down floor drains.
4. Clean appropriately rest room chairs, sofas and other furniture.

**ALL AREAS**

- TO BE CLEANED MONTHLY DURING THE FIRST WEEK OF THE MONTH:
  1. Spot clean, dust mop and vacuum entire floor area.
  2. High dust wall and ceilings.
  3. Vacuum air grills.
  4. Dust pictures, frames, clocks, panel boxes, fire extinguisher and other wall fixtures.
  5. Dust sides and tops of all lockers, file and storage cabinets; dust window sills, shelves, and other ledges.
  6. Polish meeting room and public area table tops.
  7. Clean public access partition glass inside and outside.

TO BE CLEANED THREE (3) TIMES PER YEAR DURING THE MONTHS OF FEBRUARY, JUNE AND OCTOBER:

1. Dust wall paneling with a treated cloth.
2. Vacuum all fabric 1) walls, 2) furniture, 3) drapes.
3. Clean and polish all metal furniture.
4. Dust or damp wipe push-plate, kick-plates, and baseboards and moldings.
5. Damp wipe exterior surface of light fixtures.
6. Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
7. Clean all windows and glass inside and outside.
8. Clean all vertical blinds.

**FOR THE FOLLOWING LOCATION: DOWNTOWN PARKING STRUCTURE**

- WEEKLY - TO BE DONE ON MONDAYS, WEDNESDAYS AND FRIDAYS (3 DAYS PER WEEK) (OR OTHER DAY MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY):
  1. Steam Clean/ Pressure Wash All Stairwells in the down town parking structure.
  2. Clean the interior and exterior of all elevators in the downtown parking structure.

3. Steam Clean/ Pressure Wash the downtown trash enclosure.
4. Steam Clean/Pressure Wash the alleyway leading to the downtown trash enclosure and adjacent to the downtown parking structure.
5. Steam Clean/ Pressure Wash the walkway from the parking structure that leads to South Palm Canyon Drive

**D. SPECIAL REQUIREMENTS**

**1. EMPLOYEE BACKGROUND CHECKS**

All contractor employees shall be subjected to a background check prior to the commencement of work under this contract. The City will require a list of all employees assigned to this contract along with their social security numbers. Any employee shown to have a felony conviction or whom the City finds to be unacceptable will not be allowed to work under this contract.

**2. EMPLOYEES OF CONTRACTOR:**

2.1 Any and all employees of Contractor not satisfactory to the City of Palm Springs will be replaced upon request as soon as possible by another who will be satisfactory. The question as to whether any employee proves satisfactory to the City of Palm Springs is one which is to be determined solely by the City of Palm Springs with or without cause, and without regard to the basis upon which such decision shall be made.

2.2 The Contractor shall be required to provide on-site supervisory personnel of a high Contract caliber including bilingual communication ability if any contract crew member does not have a working knowledge of English. The supervisory personnel shall conduct regular inspections to determine that work is being performed in accordance with Contract cleaning standards and established work schedules. Said personnel must have the authority to respond immediately to situations upon request by the Contract Administrator.

2.3 The Contractor shall meet special personnel standards for the Public Safety (Police) facilities. All contract employees assigned to these areas must pass a police background investigation prior to entering said facilities. At no time shall the Contractor schedule personnel in the police facilities that have not passed the background check. This provision shall apply even during times of short staffing due to holidays, illness, vacations, no shows, etc.

2.4 It shall be the responsibility of the Contractor to see that all his/her supervisory and crew personnel abide by the City of Palm Springs building security regulations and safety standards. The Contractor shall conduct his work operations in such a way as to safeguard the City's personnel, equipment, and property.

2.5 All personnel assigned by the Contractor to perform work for the City of Palm Springs shall not have an arrest record other than minor traffic violations, must be physically capable of performing all duties assigned, and must present a physical appearance acceptable to the City. The final

decision as to the acceptability of any individual performing work under any contract awarded as a result of this specification shall rest with the City of Palm Springs.

- 2.6 The Contractor shall provide supervisory personnel of a high Contract caliber. The assigned supervisor shall contact the Contract Administrator or his designee to discuss and clarify any operational problems and to receive instructions. In addition, the assigned supervisor shall physically contact each assigned individual at not less than one (1) time per shift.
- 2.7 Contractor shall submit a supervisory chain of command document identifying personnel names and telephone numbers, providing updates as necessary. Said document must be submitted to the Contract Administrator on or prior to the first day of work.
- 2.8 Contractor shall submit detailed description of all hiring, training, testing and disciplinary policies and procedures used by his/her firm.
- 2.9 It shall be the responsibility of the Contractor to provide consistent, reliable transportation for equipment and staff to service identified facilities. All costs related to the maintenance and operation of said transportation vehicle(s) shall be the responsibility of the Contractor.
- 2.10 One worker shall be made available for unscheduled assignments 7:30 A.M. to 4:30 P.M., Monday through Friday. Such work shall be in addition to that outlined in the specifications. This individual must be supplied with a pager unit (or cell phone) and a vehicle for transportation provided by the Contractor. The phone number for the pager (or cell phone) must be provided to the Contract Administrator.
- 2.11 The Contractor shall provide sufficient personnel to perform all work in accordance with the specification set forth herein. Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks the English language proficiently.
- 2.12 The Contract Administrator may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Contract Administrator, detrimental to the interest of the public patronizing the premises. Contractor shall meet with the Contract Administrator to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the Contract Administrator that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public patronizing the premises.
- 2.13 Contract Administrator may require the Contractor to establish an identification system for personnel assigned to the facility which clearly indicates to the public the name of the Contractor responsible for the janitorial services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the City.

- 2.14 The Contractor shall require each of his/her employees to adhere to basic public works standards of working attire. These are basically: Uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.
3. **INSPECTION BY CITY:** The work, materials, and supplies to be provided by the Contractor shall be subject to inspection by the City, and/or to tests designated by the City. If the results of such inspection or tests indicate that part of the work, materials, or supplies are deficient in any respect, the City in its sole discretion may reject all or any part of the work, materials or supplies provided by the Contractor.
4. **REJECTION OF WORK:** The City has the sole right to make all final determinations as to whether the work has been satisfactorily completed. In the event that the results of the janitorial service are considered unsatisfactory to the City, the Contractor shall be required to immediately re-clean the unsatisfactory area at no cost to the City. Said service shall be performed in addition to, and without interruption to the regular cleaning schedule. The City shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under the contract. The City shall decide the questions which arise relative to the fulfillment of the contract or the obligations of the Contractor there under.
5. **IMMEDIATE ACTION DURING BUSINESS HOURS, COUNCIL CONTACT:**
- 5.1 During the normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and shall charge the cost thereof as determined by the Contract Administrator against the Contractor, or may deduct such cost from an amount due Contractor from the City.
- 5.2 Contractor and Contractor's personnel shall immediately notify the Contract Administrator upon contact with members of the City Council.
6. **SAFETY:**
- 6.1 Contractor shall perform all work specified in any resultant contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements, including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 6.2 It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as

any unsafe practice occurring thereon. The Contract Administrator shall be notified immediately of any unsafe condition that required major correction. During normal hours Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with the City in the investigation any accidental injury or death occurring on the premises, including a complete written report thereof to the Contract Administrator within five calendar days following the occurrence.

- 6.3 The Contractor shall comply with the OSHA Standard 29 CFR 1910.1200 Hazardous Communications as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City.
- 6.4 The Contractor shall furnish to the City copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service to any facility. The Material Safety Data Sheets must be organized and include an index. The Material Safety Data Sheets must be in compliance to the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph G.
- 6.5 The Contractor shall comply with the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers. The Contractor shall use "caution signs" as required by OSHA Guidelines. The Contractor shall furnish these signs at no additional cost to the City. Caution signs shall be on-site on Contract start date.
- 6.6 The Contractor shall comply with the OSHA Standard 29 CFR 1910.1030 Blood borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City. The custodian is responsible for cleaning bodily fluid spills of a two foot square area, or less. Immediately notify the Contract Administrator for any bodily fluid spills larger than two feet square.
7. **MAINTENANCE SCHEDULES:** The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Administrator for his review, and if appropriate, his approval, within five working days prior to scheduled time for the work.
8. **NON-INTERFERENCE:** Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
9. **BUILDING SECURITY:** The Contractor shall be responsible for the safekeeping of all areas in which janitorial services are performed at times other than the City's regular business hours. This responsibility shall include but not be limited to: (1) barring all unauthorized persons, and (2) locking and securing all doors and windows and turning off lights in these areas when the Contractor leaves the

premises, except those lights and equipment designated to be continuously turned on. (3) City Hall shall be unlocked at 7:00 a.m., Monday through Thursday, and shall be locked Monday through Thursday at 6:00 p.m. The Contractor shall follow written instructions for building security and any other security requirements.

**10. LOCKS AND KEYS REQUIREMENTS**

**10.1** The Contractor will be issued keys or Control Access Cards to all areas in which janitorial services are to be performed. The Contractor shall maintain control over issued keys and cards:

- a. Contractor shall be responsible for the series of keys and access cards assigned to them and will in turn assign these keys and access cards to their personnel for use in maintaining this facility.
- b. Contractor will be held responsible for the proper use and safe keeping of all keys and access cards issued by the City to the Contractor.
- c. Contractor shall report all lost or stolen keys and/or access cards to the Contract Administrator within twenty-four hours of discover of the loss. Contractor shall reimburse the City for the cost as determined by the Contract Administrator of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of the Contract, all keys received by the Contractor shall be returned to the Contract Administrator.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of law is either six months imprisonment or a five hundred dollar fine, or both.

**11. HOURS OF WORK:** All janitorial services shall be performed during hours to be agreed upon by the Contract Administrator and on the days identified in the Detailed Specifications, including City recognized holidays for those areas operating seven days per week. Such performance shall not disrupt any City functions or business during the times set forth above. In any event, all required janitorial services shall be completed before the next scheduled work day.

**12. DISPLACED JANITOR OPPORTUNITY ACT:** Contractors shall comply with Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment, the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act, enacted by SB20, is effective for contracts awarded on or after January 1, 2002, and requires the City to identify the following requirements of the statute in its initial bid package. The statutory obligations apply only to contractors with 25 or more employees.

The requirements include notice to a new contractor that they must retain for sixty (60) days any employees employed at the same site for at least the preceding four (4) months by the previous contractor, absent reasonable and substantiated cause, not to hire based on the employee=s performance or conduct. The City, when awarding a replacement contract, will provide in a

timely manner, the name and address of the new contractor to the previous contractor.

The new contractor is not required to pay the same wage or offer the same benefits, but the new contractor must make a written offer of employment to each non-management, non-supervisory service employee in a language in which the employee is literate. The offer shall state the time (of no less than 10 days) within which the employee must accept the offer. The new contractor may not discharge any holdover employees during the first 60 days of their new employment, except for cause. At the end of 60 days, the new contractor must provide a written performance evaluation to each retained employee, and must offer the employee continued employment if the performance was satisfactory. Employment thereafter may be at will.



EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS

CITY OF PALM SPRINGS, CA  
REQUEST FOR PROPOSALS (RFP) #03-14  
PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES

Requests for Proposals (RFP #03-14), for providing janitorial services for various buildings located throughout the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, Tuesday, October 29, 2013**. It is the responsibility of the respondent to see that any proposal sent through the mail, or by any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of proposals. Telegraphic, telephonic, faxed or emailed proposals will not be accepted. Late proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**1. PURPOSE AND SCHEDULE:** The City of Palm Springs is requesting proposals from qualified firms to provide the City with janitorial services for various City Owned buildings (hereinafter the "Project"). The selected firm will be expected to provide the required services to maintain all City facilities in a clean, sanitary and safe condition.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... September 26, 2013  
Pre-Proposal Conference ..... **Thursday, October 10, 2013, 8:00AM**  
Deadline for receipt of Questions ..... **Tuesday, October 22, 2013, 3:00 P.M.**  
Deadline for receipt of Proposals ..... **Tuesday, October 29, 2013, 3:00 P.M.**  
Short List / Interviews/, *\*if desired by City* ..... to be determined  
Contract awarded by City Council ..... to be determined  
**\*Dates above are subject to change.**

**"KEY" TO RFP ATTACHMENTS:**

- ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment. \*Must be completed and included with Technical Proposal envelope.**
- ATTACHMENT "B" – Non Collusion Affidavit Form. \*Must be completed and included with Technical Proposal envelope.**
- ATTACHMENT "C" – Cost Proposal Form. \*Must be completed and included in a separately sealed envelope – do NOT include this with your Technical Proposal.**
- ATTACHMENT "D" – Facilities Maps.**
- ATTACHMENT "E" – Sample boilerplate Contract Services Agreement (for reference only)**

**2. BACKGROUND:** The Facilities Maintenance Division of the Public Works Department oversees the ongoing maintenance and janitorial services of all various city owned facilities excluding the Airport and Convention center, the total area to be services is estimated at 192,345 square feet. The previous 5 year contract was based on 181,767 square feet and awarded at \$247,927 per year for a 3 year term with two (2) one (1) year renewal options. Since the prior contract 10,578 square feet have been added to this contract agreement.

**3. SCOPE OF WORK, SERVICES, OBJECTIVES, SPECIFICATIONS AND LOCATIONS:**

Generally, the scope of work consists of, but is not limited to, providing the regularly scheduled janitorial services and appropriate supplies to effectively, and safely maintain a high level of cleanliness for specified City Facilities in accordance with the best standards of practice. It shall be the successful Contractors responsibility to furnish at his/her own expense all tools equipment, janitorial supplies, labor, fuel, materials, supervision and services necessary for the satisfactory performance of the work as set forth in these specifications.

**A. LOCATION AND TOTAL AREA TO BE SERVICED**

The total area to be serviced is estimated at 192,345 square feet with the following breakdown per facility:

<b>Building/ Area/ Location</b>	<b>Sq. Ft/ Carpet</b>	<b>Sq Ft / Wood Rubber/Vinyl or Concrete/Steel</b>	<b>Sq. Ft of Tile</b>
City Hall: 3200 East Tahquitz Canyon Way (80)	33,658		2,878
City Yard: 425 N. Civic Drive (40)	2,300		3,100
Fleet Bldg.: 425 N. Civic Drive (16)	3,150		2,700
Police Dept.: 200 S. Civic Drive (130)	26,630		8,275
Police Jail: 200 S. Civic Drive (2)		7,520	
Police Downtown Sub-Station: 105 S. Indian	1,620		191
Main Library: 300 S. Sunrise Way (20)	31,564		936
Fire Station #2: 300 N. El Cielo (10) Admin only	3,715		445
Pavillion: 401 S. Pavillion Way (1)	4,490	10,126 [w]	4,120
Leisure Center: 401 S. Pavillion Way (13)	1,602	2,648 [w]	4,251
Swim Center : 401 S. Pavillion Way (5)	-		1,320
Demuth Community Center 3601 E. Mesquite			12,600
Desert Highland Center: 480 Tramview Rd (3)	2,289	6,782 [r]	1,144
Train Station: 6001 Palm Springs Train Stn. Rd.	-		120
Downtown Parking Structure: 275 Indian Canyon		11,023 [c/s]	88
Rudy's Store 211 S. Palm Canyon		900 [w]	
Village Fest Restroom Trailer - 425 N. Civic Drive		160 [v]	
<b>TOTALS:</b>	<b>111,018</b>	<b>39,159</b>	<b>42,168</b>

**NOTE:** The approximate number of persons based in each facility is indicated in parentheses.

**B. SUPPLIES TO BE PROVIDED BY CONTRACTOR**

Contractor's base price shall include rest room supplies to be supplied in sufficient quantities as to be continuously available in all rest rooms included in this Contract. Quality shall not be less than that generally available in a first class American hotel and shall be subject to the approval of the City's Facilities Maintenance Manager. Supplies shall include the following:

**Rest Room Supplies:**

- Toilet Tissue, two ply
- Hand Towels, as appropriate
- Feminine sanitary supplies (napkins and tampons)  
(vendor may recover ten cents per item via dispenser charge)

- Commode seat covers
- Commode and urinal deodorant bars
- Hand soap, lotion
- Hand soap, powdered
- Air Fresheners
- Waterless Urinal Traps

**Other Supplies:**

- Plastic Trash Liners (for ALL waste receptacles)
- Cleaners
- Disinfectants
- Strippers & Waxes
- Hand Sanitizers

**Green Products**

The City of Palm Springs is concerned with providing and maintaining a clean and safe environment for its employees, City Officials, and visitors. Therefore, the Contractor shall be required to implement a cleaning program where all chemicals and products will be classified as "Green". "Green Products" are described as those that are safe for the environment and safe for the end user. It is understood that not every cleaning function has an appropriate "green product" but the Contractor should routinely monitor the market for newer and safer chemicals to reduce employee and visitor exposure. The Contractor shall take a pro-active role to achieve compliance in this area. In any event, the Contractor will provide the Facility Manager with a complete list of cleaning products designating each product as green or non-green. All products shall be subject to approval by the City for their compliance with this requirement. The City shall determine which certifications and or seal of green certifications are acceptable.

**C. STANDARDS AND FREQUENCY OF JANITORIAL SERVICES FOR SPECIFIC LOCATIONS**

The following standards shall be used by the Contract Administrator in evaluating custodial service:

1. Dusting - A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.
2. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.
3. Sweeping/Vacuuming - A properly swept floor is free of all dirt, grit, lint, insects and debris, except embedded dirt and grit.
4. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
5. Damp Mopping - A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
6. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.

7. Glass Cleaning - Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
8. Floor Finish Removal (Stripping) - Removal is accomplished when surfaces have all finished removed down to the flooring materials including baseboards, are free of dirt, stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately.
9. Finished Floor (Application) - A floor is satisfactorily finished when all old wax/polish has been completely removed, including in corners and along edges and sufficient coats of sealer and wax/polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing.
10. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water and the floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
11. Buffing of Finished Floor Surfaces - All finished floor areas will be spray buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid and City approved spray-buff products shall be used.
12. Wall Washing - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
13. Spot Cleaning Carpets - A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers.
14. Janitorial Personnel - There is to be a janitorial person available during normal business hours Monday through Friday. Transportation is to be provided by the vendor/ personnel.
15. Public Restrooms - Engineering and Planning receives approximately 900-1000 patrons per month that will impact the public restrooms outside of the Engineering and Planning Building. Approximately 400 patrons per day visit the Police Department.
16. Swim Center - The Palm Springs Swim Center September thru May. Receives 75-150 patrons daily depending upon swim teams. June through August, Monday through Friday approximately 400 plus patrons visit daily. Weekends have less traffic as there are no summer camps using the pool.
17. Desert Highland Unity Center - There are approximately 100 users both male and female, Monday thru Friday that utilize the facility. Saturday and Sunday there are approximately 200-300 patrons at the facility.
18. Leisure Center - For all classes, staff and parents, approximately 150-200 patrons per day utilize this center.
19. Demuth Community Center - The Palm Springs Demuth Community Center receives 75-150 patrons daily.

20. Village Fest Restroom Trailer – Every Thursday during the Village Fest event, approximately 500+ patrons utilize the restroom trailer facility.

**LOCATIONS:**

**CITY HALL, CITY YARD, FLEET OPERATIONS BUILDING, MAIN LIBRARY, PAVILION, LEISURE CENTER, SWIM CENTER, FIRE STATION #2 ADMINISTRATION, DEMUTH COMMUNITY CENTER, RUDY'S STORE AND TRAIN STATION.**

**GENERAL, EXECUTIVE AND LOBBY AREAS OF THE FOLLOWING LOCATIONS:**

- CITY HALL, CITY YARD, FLEET OPERATIONS BLDG, FIRE STATION #2 ADMINISTRATION TO BE CLEANED FOUR (4) DAYS PER WEEK - MONDAY THROUGH THURSDAY
- MAIN LIBRARY, LEISURE CENTER, DEMUTH COMMUNITY CENTER AND THE TRAIN STATION TO BE CLEANED SIX (6) DAYS PER WEEK - MONDAY THROUGH SATURDAY.
- SWIM CENTER AND PAVILION TO BE CLEANED SEVEN (7) DAYS PER WEEK - INCLUDING HOLIDAYS
- RUDY'S STORE: SEASONAL. SEPTEMBER 1 THROUGH JUNE 1, ONE DAY PER WEEK.
- VILLAGE FEST RESTROOM TRAILER TO BE CLEANED EVERY THURSDAY EVENING AFTER VILLAGE FEST EVENT

1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
3. Clean and disinfect with damp cloth counters, public telephones and glass tops.
4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture; spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
7. Dust mop hard surface floors; including stairs and landings.
8. Mop hard surface floors where needed for drink spills, mud; remove gum, tar, etc..
9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl, wood and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**TO BE CLEANED WEEKLY ON THURSDAY:**

1. Dust thoroughly desks (except when laden with paperwork), tables, bookcases, lamps and other office furniture.
2. Clean and mop all hard surface floors; insure high gloss shine.
3. Spot clean and damp wipe plastic, vinyl and leather chairs and/or sofa backs, seats and arms.
4. Dust doors and door frames.
5. Clean entry door metal, receptacles and thresholds.
6. Spot clean and vacuum carpeting (prior to 8 a.m. or after 5 p.m.).
8. Damp wipe tables, table tops and chairs and chair legs.

**KITCHEN/LOUNGE, LOCKER, WEIGHT ROOM AREAS OF THE FOLLOWING LOCATIONS:**

- CITY HALL, CITY YARD, FLEET OPERATIONS BLDG, FIRE STATION #2 ADMINISTRATION TO BE CLEANED FOUR (4) DAYS PER WEEK - MONDAY THROUGH THURSDAY
  - MAIN LIBRARY AND LEISURE CENTER TO BE CLEANED SIX (6) DAYS PER WEEK - MONDAY THROUGH SATURDAY
  - SWIM CENTER AND PAVILION TO BE CLEANED SEVEN (7) DAYS PER WEEK - INCLUDING HOLIDAYS.
1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
  2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
  3. Clean and disinfect with damp cloth all counters, public telephones, sinks and glass tops.
  4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
  5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
  6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture; spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
  7. Dust mop hard surface floors; including stairs and landings.
  8. Mop hard surface floors where needed for drink spills, mud; remove gum, tar, etc.
  9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
  10. Clean main entry door glass inside and out; spot clean other entry door glass.

11. All vinyl, wood and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**WEEKLY - TO BE DONE ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE WITH THE CONTRACTOR AND THE CITY):**

1. Wipe clean sinks, drain boards, microwaves and counter tops.
2. Damp wipe table tops and chairs.
3. Sweep and damp mop floors.
4. Vacuum carpeting.
5. Damp wipe and clean tops, sides and fronts of appliances (stove, refrigerator, dishwasher, microwave oven).
6. Dust weight room equipment.

**RESTROOMS OF THE FOLLOWING LOCATIONS:**

- CITY HALL, CITY YARD, FLEET OPERATIONS BLDG, FIRE STATION #2 ADMINISTRATION TO BE CLEANED FOUR (4) DAYS PER WEEK - MONDAY THROUGH THURSDAY
  - MAIN LIBRARY AND LEISURE CENTER TO BE CLEANED SIX (6) DAYS PER WEEK - MONDAY THROUGH SATURDAY
  - SWIM CENTER AND PAVILION TO BE CLEANED SEVEN (7) DAYS PER WEEK - INCLUDING HOLIDAYS
1. Empty and wipe clean (inside and out) all waste containers and remove trash to main waste receptacle.
  2. Empty sanitary napkin containers and replace liner.
  3. Polish all metal, mirrors and dispensers.
  4. Clean and disinfect: Wash basins, counter tops, shower stalls toilet bowls (including underside and tops of seats) and urinals.
  5. Spot clean walls around wash basin, dispensers and other fixtures.
  6. Clean floor with germicidal solution.
  7. Refill soap, sanitary napkin, towel, tissue and toilet cover dispensers.
  8. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**WEEKLY - TO BE DONE ON TUESDAY (OR OTHER DAY MUTUALLY AGREEABLE WITH CONTRACTOR AND THE CITY):**

1. Wash down tile walls and toilet partitions.

2. High dust restroom walls.
3. Pour water down floor drains.
4. Clean appropriately rest room chairs, sofas and other furniture.

**ALL LOCATIONS:**

- TO BE CLEANED MONTHLY DURING THE FIRST WEEK OF THE MONTH:
  1. Dust mop spot clean and vacuum entire floor area.
  2. High dust wall and ceilings.
  3. Vacuum air grills.
  4. Dust pictures, frames, clocks, panel boxes, fire extinguisher and other wall fixtures.
  5. Dust sides and tops of all lockers, file and storage cabinets; dust window sills, shelves, and other ledges.
  6. Polish meeting room and public area table tops.
  8. Clean public access partition glass inside and outside.

**TO BE CLEANED THREE (3) TIMES PER YEAR DURING THE MONTHS OF FEBRUARY, JUNE AND OCTOBER AT ALL LOCATIONS:**

1. Strip, scrub and re-wax vinyl, tile and terrazzo floors with pre-approved product designated for type of flooring.
2. Scrub, mop and re-seal wood floors with pre-approved product designated for type of flooring.
3. Dust with a treated cloth wall paneling.
4. Vacuum all fabric 1) walls, 2) furniture and 3) drapes.
5. Clean and polish all metal furniture.
6. Dust or damp wipe push-plate, kick-plates, and baseboards and moldings.
7. Damp wipe exterior surface of light fixtures.
8. Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
9. Clean all windows and glass, inside and outside.
10. Clean all vertical blinds.

**FOR THE FOLLOWING LOCATIONS:**

**POLICE DEPARTMENT (includes Sub-Station, Jail, and the Coachella Valley Narcotics Taskforce office area).**



**\*Please note the Section D., Special Requirements, paragraph 2.3, for contractor's employees working in Police locations.**

#### **GENERAL, EXECUTIVE AND LOBBY AREAS**

- TO BE CLEANED FIVE (5) DAYS PER WEEK - MONDAY THROUGH FRIDAY: Special Note: The Coachella Valley Narcotics Taskforce (CVNT) offices located in the basement of the Police Department may ONLY be cleaned during NORMAL business hours:
  1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area. Empty all Recycled paper receptacles into large collection bins provided at each location by the city.
  2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
  3. Clean with damp cloth, counters, public telephones and glass tops.
  4. Spot clean walls, woodwork and doors; door frames and dust clean fingerprints, dust, soil, gum, etc.
  5. Spot clean partition glass.
  6. Vacuum carpeting (prior to 8 a.m. and after 5 p.m.).
  7. Dust mop hard surfaces floors; spot mop where needed for drink spills, mud, etc.
  8. Clean and polish drinking fountains and metal housings and trim removing smudges, and other marks.
  9. Clean main entry door glass inside and out; spot clean other entry door glass.
  10. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

#### **RECORDS, COMMUNICATIONS, AND MAIN LOBBY AREAS:**

- TO BE CLEANED SEVEN (7) DAYS PER WEEK (INCLUDING HOLIDAYS):
  1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
  2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
  3. Clean and disinfect with damp cloth all counters, public telephones and glass tops.
  4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
  5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.

7. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture; spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
7. Dust mop hard surface floors; including stairs and landings.
8. Mop hard surface floors where needed for drink spills, mud, remove gum, tar, etc.
9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**TO BE CLEANED WEEKLY ON FRIDAY:**

1. Dust thoroughly desks (except when laden with paperwork), tables, bookcases, lamps and other office furniture.
2. Damp mop all hard surface floors, including Police Department stairs and stairwell.
3. Damp wipe plastic, vinyl and leather chairs and/or sofa backs, seats and arms.
4. Dust door and door frames.
5. Clean entry door metal and thresholds.
6. Vacuum carpeting (prior to 8 a.m. and after 5 p.m.) except Communications area.
7. Clean reception area partition glass, inside and out.
8. Damp wipe elevator car walls and handrails.
9. Vacuum elevator car floor and tracks.
10. Damp wipe stairway handrail.

**TO BE CLEANED WEEKLY ON WEDNESDAY OR THURSDAY:**

1. Vacuum carpeting in Communications area between 1 a.m. and 5 a.m.

**KITCHEN/LOUNGE, LOCKER, WEIGHT ROOM AREAS**

• **TO BE CLEANED SEVEN (7) DAYS PER WEEK (INCLUDING HOLIDAYS):**

1. Empty and wipe clean (inside and out) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
2. Empty and wipe clean ashtrays; sift out cigarette butts and clean sand containers; pick up debris in smoke areas/urns and damp wipe exposed areas.
3. Clean and disinfect with damp cloth all counters, public telephones and glass tops.

4. Spot clean walls, woodwork and doors, door frames and dust clean fingerprints, dust, soil, gum, etc.
5. Spot clean interior glass/frames, sills, glass panels, side glass entry doors and partition glass.
6. Vacuum carpeting (prior to 8 a.m. or after 5 p.m.); include under and around all furniture, spot clean baseboard and carpet for drink, spills, mud, gum, tar, etc.
7. Dust mop hard surface floors; including stairs and landings.
8. Mop hard surface floors where needed for drink spills, mud; remove gum, tar, etc.
9. Clean and polish drinking fountains, metal housings and trim; remove smudges and other marks.
10. Clean main entry door glass inside and out; spot clean other entry door glass.
11. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**TO BE CLEANED WEEKLY ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY):**

1. Wipe clean sinks, drain board's microwaves, and counter tops.
2. Damp wipe table tops and chairs.
3. Sweep and damp mop floors, including weight room.
4. Vacuum carpeting, including Police Department locker room.
5. Damp wipe and clean tops, sides and fronts of appliances (stove, refrigerator, dishwasher, microwave oven).
6. Dust weight room equipment.

**RESTROOMS**

• **TO BE CLEANED SEVEN (7) DAYS PER WEEK (INCLUDING HOLIDAYS):**

1. Empty and wipe clean (inside and out) all waste containers and remove trash to main waste receptacle.
2. Empty sanitary napkin containers and replace liner.
3. Polish all metal, mirrors and dispensers.
4. Clean and disinfect: wash basins, counter tops, toilet bowls (including underside and tops of seats) and urinals.
5. Spot clean walls around wash basin, dispensers and other fixtures.
6. Clean floor with germicidal solution.

7. Refill soap, sanitary napkin, towel, tissue and toilet seat cover dispensers.

WEEKLY - TO BE DONE ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO CONTRACTOR AND THE CITY):

1. Wash down tile walls and toilet partitions.
2. High dust restroom walls.
3. Pour water down floor drains.
4. Clean appropriately restroom chairs, sofas and other furniture.

**ALL AREAS**

• TO BE CLEANED MONTHLY DURING THE FIRST WEEK OF THE MONTH:

1. Dust mop, spot clean and vacuum entire floor area.
2. High dust walls and ceilings.
3. Vacuum air grills.
4. Dust pictures, frames, clocks, panel boxes, fire extinguisher and other wall fixtures.
5. Dust sides and tops of all lockers, file and storage cabinets; dust window sills, shelves, and ledges.
6. Polish meeting room and public area table tops.
7. Clean public access partition glass, inside and outside.
8. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

TO BE CLEANED THREE (3) TIMES PER YEAR DURING THE MONTHS OF FEBRUARY, JUNE AND OCTOBER:

1. Strip, scrub and re-wax vinyl, tile and terrazzo floors with pre-approved product designated for type of flooring.
2. Dust wall paneling with a treated cloth.
3. Vacuum all fabric 1) walls, 2) furniture, and 3) drapes.
4. Clean and polish all metal furniture.
5. Dust or damp wipe push-plate, kick-plates, and baseboards and moldings.
6. Damp wipe exterior surface of light fixtures.
7. Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
8. Clean all windows and glass, inside and outside.

9. Clean all vertical blinds.

**FOR THE FOLLOWING LOCATION: DESERT HIGHLAND UNITY CENTER  
GENERAL, ADMINISTRATIVE, AND LOBBY AREA**

- TO BE CLEANED FIVE (5) DAYS PER WEEK, AFTER 9PM OR A TIME MUTUALLY AGREEABLE TO CONTRACTOR AND CITY:
1. Empty and wipe clean (inside and outside) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
  2. Empty and wipe clean ashtrays.
  3. Clean sand urns and damp wipe exposed area.
  4. Clean with damp cloth, counters, public telephones and glass tops.
  5. Spot clean walls, woodwork and doors.
  6. Spot clean partition glass.
  7. Vacuum carpeting
  8. Dust mop hard surface floors; spot mop where needed for drink spills, mud, etc.
  9. Clean and polish drinking fountains and metal housings.
  10. Clean main entry door glass inside and outside; spot clean other entry door glass.
  11. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

TO BE CLEANED WEEKLY ON FRIDAY:

1. Dust thoroughly desks (except when laden with paperwork), tables, bookcases, lamps and other office furniture.
2. Damp mop all hard surface floors.
3. Damp wipe plastic, vinyl and leather chairs and/or sofa backs, seats and arms.
4. Dust door and door frames.
5. Clean entry door metal and thresholds.
6. Vacuum carpeting.

**KITCHEN**

- TO BE CLEANED FIVE (5) DAYS PER WEEK:

1. Empty and wipe clean (inside and outside) all wastepaper and trash receptacles; return to original locations. Replace plastic liners as needed. Remove trash to main waste storage area.
2. Clean with damp cloth, counters, public telephones and glass tops.
3. Spot clean walls, woodwork and doors.
4. Spot clean partition glass.
5. Dust mop hard surface floors; spot mop where needed for drink spills, mud, etc.
6. All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine.

**TO BE CLEANED WEEKLY ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO CONTRACTOR AND CITY):**

1. Wipe clean sinks, drain boards and counter tops.
2. Damp wipe table tops and chairs.
3. Sweep and damp mop floors.
4. Damp wipe and clean tops, sides and fronts of appliances (stove, refrigerator, dishwasher, microwave oven).

**REST ROOMS**

• **TO BE CLEANED FIVE (5) DAYS PER WEEK:**

1. Empty and wipe clean (inside and outside) all waste containers and remove trash to main waste receptacle.
2. Empty sanitary napkin containers and replace liner.
3. Polish all metal, mirrors and dispensers.
4. Clean and disinfect: wash basins, counter tops, toilet bowls (including underside and tops of seats) and urinals.
5. Clean walls around wash basin, dispensers and other fixtures.
6. Clean floor with germicidal solution.
8. Refill soap, sanitary napkin, towel, tissue and toilet seat cover dispensers.

**WEEKLY - TO BE DONE ON TUESDAYS (OR OTHER DAY MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY):**

1. Wash down tile walls and toilet partitions.
2. High dust rest room walls.
3. Pour water down floor drains.

5. Clean appropriately rest room chairs, sofas and other furniture.

#### **ALL AREAS**

- TO BE CLEANED MONTHLY DURING THE FIRST WEEK OF THE MONTH:

1. Spot clean, dust mop and vacuum entire floor area.
2. High dust wall and ceilings.
3. Vacuum air grills.
4. Dust pictures, frames, clocks, panel boxes, fire extinguisher and other wall fixtures.
5. Dust sides and tops of all lockers, file and storage cabinets; dust window sills, shelves, and other ledges.
6. Polish meeting room and public area table tops.
8. Clean public access partition glass inside and outside.

TO BE CLEANED THREE (3) TIMES PER YEAR DURING THE MONTHS OF FEBRUARY, JUNE AND OCTOBER:

1. Dust wall paneling with a treated cloth.
2. Vacuum all fabric 1) walls, 2) furniture, 3) drapes.
3. Clean and polish all metal furniture.
4. Dust or damp wipe push-plate, kick-plates, and baseboards and moldings.
5. Damp wipe exterior surface of light fixtures.
6. Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
7. Clean all windows and glass inside and outside.
8. Clean all vertical blinds.

#### **FOR THE FOLLOWING LOCATION: DOWNTOWN PARKING STRUCTURE**

- WEEKLY - TO BE DONE ON MONDAYS, WEDNESDAYS AND FRIDAYS (3 DAYS PER WEEK) (OR OTHER DAY MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY):

6. Steam Clean/ Pressure Wash All Stairwells in the down town parking structure.
7. Clean the interior and exterior of all elevators in the downtown parking structure.
8. Steam Clean/ Pressure Wash the downtown trash enclosure.
9. Steam Clean/Pressure Wash the alleyway leading to the downtown trash enclosure and adjacent to the downtown parking structure.

10. Steam Clean/ Pressure Wash the walkway from the parking structure that leads to South Palm Canyon Drive

#### **D. SPECIAL REQUIREMENTS**

##### **1. EMPLOYEE BACKGROUND CHECKS**

All contractor employees shall be subjected to a background check prior to the commencement of work under this contract. The City will require a list of all employees assigned to this contract along with their social security numbers. Any employee shown to have a felony conviction or whom the City finds to be unacceptable will not be allowed to work under this contract.

##### **2. EMPLOYEES OF CONTRACTOR:**

- 2.1 Any and all employees of Contractor not satisfactory to the City of Palm Springs will be replaced upon request as soon as possible by another who will be satisfactory. The question as to whether any employee proves satisfactory to the City of Palm Springs is one which is to be determined solely by the City of Palm Springs with or without cause, and without regard to the basis upon which such decision shall be made.
- 2.2 The Contractor shall be required to provide on-site supervisory personnel of a high Contract caliber including bilingual communication ability if any contract crew member does not have a working knowledge of English. The supervisory personnel shall conduct regular inspections to determine that work is being performed in accordance with Contract cleaning standards and established work schedules. Said personnel must have the authority to respond immediately to situations upon request by the Contract Administrator.
- 2.3 The Contractor shall meet special personnel standards for the Public Safety (Police) facilities. All contract employees assigned to these areas must pass a police background investigation prior to entering said facilities. At no time shall the Contractor schedule personnel in the police facilities that have not passed the background check. This provision shall apply even during times of short staffing due to holidays, illness, vacations, no shows, etc.
- 2.4 It shall be the responsibility of the Contractor to see that all his/her supervisory and crew personnel abide by the City of Palm Springs building security regulations and safety standards. The Contractor shall conduct his work operations in such a way as to safeguard the City's personnel, equipment, and property.
- 2.5 All personnel assigned by the Contractor to perform work for the City of Palm Springs shall not have an arrest record other than minor traffic violations, must be physically capable of performing all duties assigned, and must present a physical appearance acceptable to the City. The final decision as to the acceptability of any individual performing work under any contract as awarded as a result of this specification shall rest with the City of Palm Springs.



- 2.6 The Contractor shall provide supervisory personnel of a high Contract caliber. The assigned supervisor shall contact the Contract Administrator or his designee to discuss and clarify any operational problems and to receive instructions. In addition, the assigned supervisor shall physically contact each assigned individual at not less than one (1) time per shift.
- 2.7 Contractor shall submit a supervisory chain of command document identifying personnel names and telephone numbers, providing updates as necessary. Said document must be submitted to the Contract Administrator on or prior to the first day of work.
- 2.8 Contractor shall submit detailed description of all hiring, training, testing and disciplinary policies and procedures used by his/her firm.
- 2.9 It shall be the responsibility of the Contractor to provide consistent, reliable transportation for equipment and staff to service identified facilities. All costs related to the maintenance and operation of said transportation vehicle(s) shall be the responsibility of the Contractor.
- 2.10 One worker shall be made available for unscheduled assignments 7:30 A.M. to 4:30 P.M., Monday through Friday. Such work shall be in addition to that outlined in the specifications. This individual must be supplied with a pager unit (or cell phone) and a vehicle for transportation provided by the Contractor. The phone number for the pager (or cell phone) must be provided to the Contract Administrator.
- 2.11 The Contractor shall provide sufficient personnel to perform all work in accordance with the specification set forth herein. Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks the English language proficiently.
- 2.12 The Contract Administrator may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Contract Administrator, detrimental to the interest of the public patronizing the premises. Contractor shall meet with the Contract Administrator to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the Contract Administrator that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public patronizing the premises.
- 2.13 Contract Administrator may require the Contractor to establish an identification system for personnel assigned to the facility which clearly indicates to the public the name of the Contractor responsible for the janitorial services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the City.
- 2.14 The Contractor shall require each of his/her employees to adhere to basic public works standards of working attire. These are basically: Uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

3. **INSPECTION BY CITY:** The work, materials, and supplies to be provided by the Contractor shall be subject to inspection by the City, and/or to tests designated by the City. If the results of such inspection or tests indicate that part of the work, materials, or supplies are deficient in any respect, the City in its sole discretion may reject all or any part of the work, materials or supplies provided by the Contractor.
4. **REJECTION OF WORK:** The City has the sole right to make all final determinations as to whether the work has been satisfactorily completed. In the event that the results of the janitorial service are considered unsatisfactory to the City, the Contractor shall be required to immediately re-clean the unsatisfactory area at no cost to the City. Said service shall be performed in addition to, and without interruption to the regular cleaning schedule. The City shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under the contract. The City shall decide the questions which arise relative to the fulfillment of the contract or the obligations of the Contractor there under.
5. **IMMEDIATE ACTION DURING BUSINESS HOURS, COUNCIL CONTACT:**
  - 5.1 During the normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and shall charge the cost thereof as determined by the Contract Administrator against the Contractor, or may deduct such cost from an amount due Contractor from the City.
  - 5.2 Contractor and Contractor's personnel shall immediately notify the Contract Administrator upon contact with members of the City Council.
6. **SAFETY:**
  - 6.1 Contractor shall perform all work specified in any resultant contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements, including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
  - 6.2 It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practice occurring thereon. The Contract Administrator shall be notified immediately of any unsafe condition that required major correction. During normal hours Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall

cooperate fully with the City in the investigation any accidental injury or death occurring on the premises, including a complete written report thereof to the Contract Administrator within five calendar days following the occurrence.

- 6.3 The Contractor shall comply with the OSHA Standard 29 CFR 1910.1200 Hazardous Communications as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City.
  - 6.4 The Contractor shall furnish to the City copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service to any facility. The Material Safety Data Sheets must be organized and include an index. The Material Safety Data Sheets must be in compliance to the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph G.
  - 6.5 The Contractor shall comply with the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers. The Contractor shall use "caution signs" as required by OSHA Guidelines. The Contractor shall furnish these signs at no additional cost to the City. Caution signs shall be on-site on Contract start date.
  - 6.6 The Contractor shall comply with the OSHA Standard 29 CFR 1910.1030 Blood borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City. The custodian is responsible for cleaning bodily fluid spills of a two foot square area, or less. Immediately notify the Contract Administrator for any bodily fluid spills larger than two feet square.
7. **MAINTENANCE SCHEDULES:** The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Administrator for his review, and if appropriate, his approval, within five working days prior to scheduled time for the work.
  8. **NON-INTERFERENCE:** Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
  9. **BUILDING SECURITY:** The Contractor shall be responsible for the safekeeping of all areas in which janitorial services are performed at times other than the City's regular business hours. This responsibility shall include but not be limited to: (1) barring all unauthorized persons, and (2) locking and securing all doors and windows and turning off lights in these areas when the Contractor leaves the premises, except those lights and equipment designated to be continuously turned on. (3) City Hall shall be unlocked at 7:00 a.m., Monday through Thursday, and shall be locked Monday through Thursday at 6:00 p.m. The Contractor shall follow written instructions for building security and any other security requirements.

**10. LOCKS AND KEYS REQUIREMENTS**

**10.1** The Contractor will be issued keys or Control Access Cards to all areas in which janitorial services are to be performed. The Contractor shall maintain control over issued keys and cards:

- a. Contractor shall be responsible for the series of keys and access cards assigned to them and will in turn assign these keys and access cards to their personnel for use in maintaining this facility.
- b. Contractor will be held responsible for the proper use and safe keeping of all keys and access cards issued by the City to the Contractor.
- c. Contractor shall report all lost or stolen keys and/or access cards to the Contract Administrator within twenty-four hours of discover of the loss. Contractor shall reimburse the City for the cost as determined by the Contract Administrator of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of the Contract, all keys received by the Contractor shall be returned to the Contract Administrator.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of law is either six months imprisonment or a five hundred dollar fine, or both.

**11. HOURS OF WORK:** All janitorial services shall be performed during hours to be agreed upon by the Contract Administrator and on the days identified in the Detailed Specifications, including City recognized holidays for those areas operating seven days per week. Such performance shall not disrupt any City functions or business during the times set forth above. In any event, all required janitorial services shall be completed before the next scheduled work day.

**12. DISPLACED JANITOR OPPORTUNITY ACT:** Contractors shall comply with Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment, the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act, enacted by SB20, is effective for contracts awarded on or after January 1, 2002, and requires the City to identify the following requirements of the statute in its initial bid package. The statutory obligations apply only to contractors with 25 or more employees.

The requirements include notice to a new contractor that they must retain for sixty (60) days any employees employed at the same site for at least the preceding four (4) months by the previous contractor, absent reasonable and substantiated cause, not to hire based on the employee=s performance or conduct. The City, when awarding a replacement contract, will provide in a timely manner, the name and address of the new contractor to the previous contractor.

The new contractor is not required to pay the same wage or offer the same benefits, but the new contractor must make a written offer of employment to each non-management, non-supervisory service employee in a language in which the

employee is literate. The offer shall state the time (of no less than 10 days) within which the employee must accept the offer. The new contractor may not discharge any holdover employees during the first 60 days of their new employment, except for cause. At the end of 60 days, the new contractor must provide a written performance evaluation to each retained employee, and must offer the employee continued employment if the performance was satisfactory. Employment thereafter may be at will.

**E. SCHEDULE OF COMPENSATION**

1. Payments will be made by City to the Contractor upon receipt of properly executed invoices and in accordance with the provisions of this Contract.
2. For all services which the Contractor is obligated to perform under the terms of this Agreement, the City shall pay to the Contractor a monthly price per facility as set in the Contract.
3. Payments shall be made upon submittal of a detailed monthly statement to the Facilities Maintenance Manager of the City of Palm Springs. Said statement shall be submitted within two weeks following the end of the billing period defined as a calendar month.
4. Prior to City payment of the monthly statement the Facilities Maintenance Manager shall review and approve payment based on the satisfactory **completion** of service. Payment shall be issued within thirty (30) days of receipt of the monthly statement **after services have been rendered**. Payments shall not be made in advance of services performed.
5. Monthly price shall be the same for each month of the year regardless of the number of work days in the month.

**F. DEDUCTIONS, ADJUSTMENTS AND DAMAGES.** The City shall have the right to assess damages for breach of the Contractor's obligations. The exercise of its rights shall not preclude the City's right to terminate or revoke the agreement. Deductions and adjustments (as a credit to the Contractor's invoice) are a valid right of the City. Typical scenarios in which deductions may be taken and the method of their application include, but are not limited to:

1. If the Contractor fails to perform the work required to achieve the quality specifications, the following schedule of deductions will apply:

• 0-3 deficiencies in a building in a month	no deductions
• 4-6 deficiencies in a building in a month building cost	10% of monthly building cost
• 7-9 deficiencies in a building in a month building cost	20% of monthly building cost
• 10 and above deficiencies in a building in a month	40% of monthly building cost
2. For costs expended by the City to achieve the specifications, the deduction will be 100% of the additional cost to City;
3. For damages caused by the Contractor, its employees, or others under its supervision to City facilities, fixtures, furnishings, equipment, grounds, or personal injury to City employees, visitors, or licensees, the deduction will be 100% of said damages.

In addition to the above, the City shall have the right to deduct monies as a credit from any monthly payments, otherwise due to the Contractor, as may be deemed necessary to protect the City against failure by the Contractor to perform Contractor's obligations, without revoking or terminating the contract.

The City is not restricted to any certain type of inspection to determine if specifications have been achieved. The City may adopt or change inspection method(s), quality assurance procedures, and increase or decrease the degree of inspection based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Contractor's quality control system.

**4. PROPOSAL REQUIREMENTS:** The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the Contractism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

**5. SELECTION PROCESS:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

**6. PROPOSAL EVALUATION CRITERIA:** An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

- A. Firm / Staff / Team (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References (15 POINTS)
- B. Proposal Organization, conformance with the RFP instructions, and demonstrated Understanding of the overall project and requested Scope of Work (10 POINTS)
- C. Staffing Proposal: Provide a staffing plan showing the number of employees your firm will use to perform the work. Include a strategic plan/approach for providing services. Provide the ratio of supervision to employees. Describe your pre-employment procedures, i.e., security checks, police records, etc. Describe the method by which the city can communicate with the Contractor's personnel and with authority to direct resources in order to resolve emergency/non-emergency serve needs and complaints on a 24hr/day basis. (25 POINTS)
- D. Detailed Safety Record: Describe any safety training provided for your employees. (15 POINTS)

E. Local Preference (5 POINTS)

Firms that qualify as a Local Business, or employ local sub-Contractors, and submit a valid business license as more fully set forth in Section F.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, may be awarded to those that qualify as a Local Business. Two (2) points may be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.

F. Cost Proposal (30 POINTS)

**PRIOR CITY WORK:** If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

**7. PROPOSAL CONTENTS:** Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of Twenty five (25) sheets of paper (double sided is OK),** including a cover letter. NOTE: Dividers, Attachments included in this RFP that are to be submitted with the proposal, Addenda acknowledgments and the separately sealed Cost Proposal do **NOT** count toward the page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five (5) copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, "RFP #03-14, REQUESTS FOR PROPOSALS FOR JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS. Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Technical/Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

**EACH PROPOSAL PACKAGE MUST INCLUDE TWO (2) SEPARATELY SEALED ENVELOPES:**

**Envelope #1, clearly marked "Technical/Work Proposal", shall include the following items:**

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- If applicable, your specific request for Local Preference (see Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- Completed, and notarized, Affidavit of Non-Collusion (see Attachment B)

In addition to the items above, at a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

**TECHNICAL/WORK PROPOSAL:** The Technical/Work Proposal (Envelope #1) shall be clearly marked and shall include the Sections A, B, C, D and E (\*if Local Preference is applicable) below:

**SECTION A:**

**FIRM, STAFF, TEAM (including any subcontractors) QUALIFICATIONS AND EXPERIENCE, INCLUDING REFERENCES**

A.1 Follow the instructions and properly complete and execute both **Attachment "A" and Attachment "B"** that are provided in the RFP and include them here in your proposal. If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley is to also be *included here*.

A.2 Describe the firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with relevant projects successfully completed of similar size and scope.

A.3 Indicate the name of any sub-contractor firms or contractors that will be utilized to make up your team. Describe each sub-contractor's qualifications, background and specific expertise that they bring to the Project.

A.4 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

A.5 Include a minimum of three (3) references of recent customers for who your firm has provided similar janitorial services as contemplated herein. You must include the name of a contact person, their title, and a current phone number, fax number, email address and business address along with a brief description of the scope of work and cost for each successfully completed referenced project.

**SECTION B:**

**PROPOSAL ORGANIZATION, CONFORMANCE WITH RFP INSTRUCTIONS, AND DEMONSTRATED UNDERSTANDING OF THE OVERALL PROJECT AND REQUESTED SCOPE OF WORK**

B.1 Carefully review and verify that your proposal is well organized and follows ALL OF THE INSTRUCTIONS on proper organization, format, order, and conformance with all requirements, including any and all required signatures, attachments, acknowledgements, or other documents that are required to be submitted. Failure to follow the instructions may result in your proposal being non-responsive and rejected from consideration.

B.2 Without reciting the information regarding the Project verbatim as contained in this RFP, convey your overall understanding of the Project and an understanding of the City's expectations upon implementation of the Project.

B.3 Identify any "key" or "critical" issues that you believe may be encountered on the Project based on the firm's prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the Project.

**SECTION C:**

**WORK PROPOSAL**

C.1 Proposer should refine and/or expand the Scope of Work to reflect understanding of the project and include any training your firm provides their employees. Identify all tasks and sub-tasks required to successfully implement all phases of the project including proposed "Green" products your firm will be using. In addition, please provide a staffing plan showing the number of employees firm will use to perform the work including the ratio of supervision to employees.



**SECTION D:  
PROJECT SCHEDULE**

D.1 Proposer shall provide a detailed Project Schedule, including all tasks and sub-tasks to successfully stay on schedule as outlined in the Standards and frequency of janitorial services for each location. Discuss key issues that could impact the schedule and ways to minimize or eliminate them.

D.2 Discuss lines of communication necessary to maintain the project schedule. Method by which the City can communicate with Contractor's personnel with authority to direct resources in order to resolve emergency/non-emergency service needs and complaints on a 24hr/day basis.

D.3 Discuss your quality control methods to ensure consistent and accurate final results.

**SECTION E:  
LOCAL PREFERENCE**

E.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including Contractor services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or Contractor who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or Contractor operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The Contractor will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subContractors for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

E.2 List all team members with local expertise. Clearly define their role in the overall project.

**COST PROPOSAL: The Cost Proposal (Envelope #2) shall be clearly marked in a separately sealed envelope and shall include Section F below:**

**SECTION F:  
COST PROPOSAL (\*see instructions in Section 6 above and Attachment "C")**

F.1 The cost proposal (in a separate sealed envelope) shall be a firm fixed price per square foot per month for each location to provide Janitorial Services as specified herein for a 3 year contract. **PROPOSERS MUST USE THE COST PROPOSAL FORM, ATTACHMENT "C",**

**PROVIDED BY THE CITY IN THE RFP DOCUMENTS.** Failure to use the Cost Proposal form Attachment "C" provided by the City **WILL** be cause for rejection of a proposal. **Do NOT include Attachment "A" or Attachment "B" in the Cost Proposal, Envelope #2.** Attachments "A" and "B" are to be included in Envelope #1, "Technical/Work Proposal".

**8. GENERAL AND SPECIAL CONDITIONS:**

**DEADLINE FOR SUBMISSION OF PROPOSALS:** Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, TUESDAY, OCTOBER 29, 2013.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Palm Springs  
Procurement and Contracting Department  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Leigh Gileno Procurement Specialist II**

**QUESTIONS:** Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a proposal.**

**Any questions, technical or otherwise, pertaining to this RFP must be submitted IN WRITING and directed ONLY to:**

Leigh Gileno  
Procurement Specialist II  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
via **FAX (760) 323-8238**  
or via **EMAIL: [Leigh.Gileno@palmspringsca.gov](mailto:Leigh.Gileno@palmspringsca.gov)**

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Tuesday, October 22, 2013.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement (**see Attachment "E"**). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm, and will appear in the final Contract Services Agreement executed between the parties.

The term of the agreement that is awarded as a result of this RFP shall be in effect for 3 years with two one (1) year renew options.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

**AWARD OF CONTRACT:** It is the City's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award a contract, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

**RIGHT TO ACCEPT OR REJECT PROPOSALS:** The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

**INSURANCE:** Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

**RESPONSIBILITY OF PROPOSER:** All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

**PUBLIC RECORD:** All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after award of contract to a specific firm, if any, by the City Council.

**COST RELATED TO PROPOSAL PREPARATION:** The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

**INVESTIGATIONS:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**NONCOLLUSION:** The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal,

or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as **Attachment "B"** in the RFP and include it with their proposal.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

**SIGNED PROPOSAL AND EXCEPTIONS:** Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

ATTACHMENT "A"

\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)\*

REQUESTS FOR PROPOSALS (RFP) #03-14  
JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS

SIGNATURE AUTHORIZATION

NAME OF COMPANY (PROPOSER):

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL PHONE \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- An individual;
- A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

- A company;
- A corporation If a corporation, organized in the state of: \_\_\_\_\_
- A Local Business (Licensed within the jurisdiction of the Coachella Valley).  
Copy of current business license is required to be attached to this document. (include this only if applicable\*)

2. My tax identification number is: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.

ATTACHMENT "B"

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL  
(Envelope #1)\*  
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH PROPOSAL**

STATE OF CALIFORNIA) ss  
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer 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 thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTACHMENT "C"**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2  
"Cost Proposal", NOT with Envelope #1, Technical/Work Proposal\*)**

**REQUEST FOR PROPOSAL #03-14  
JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS**

**COST PROPOSAL**

Responding to Request for Proposal No. 03-14 Janitorial Services for various City buildings, I/WE will accept as full payment the following lump sum payment for providing all labor, supervision, services, materials equipment, and supplies to complete the Janitorial Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver \*describe here\* as defined in the Scope of Work herein.

**SCHEDULE I - BASE SCHEDULE PRICING SHEET**

**Base Bid:** Firm fixed price per square foot, per month for providing Janitorial Services, as specified, for the following buildings for initial three (3) year Contract term:

<b>LOCATION</b>	<b>\$ Per SQ FT</b>	<b>SQ FT</b>	<b>MONTHLY \$</b>
City Hall	\$ Per Sq.Ft X	36,536 Sq. Ft.	\$
City Yard	\$ Per Sq.Ft X	5,400 Sq. Ft.	\$
Fleet Operations	\$ Per Sq.Ft X	5,850 Sq. Ft.	\$
Police Department	\$ Per Sq.Ft X	42,425 Sq. Ft.	\$
Police Downtown Station	\$ Per Sq.Ft X	1,811 Sq. Ft.	\$
Main Library	\$ Per Sq.Ft X	32,500 Sq. Ft.	\$
Fire Station #2 (administration office)	\$ Per Sq.Ft X	4160 Sq. Ft.	\$
Pavilion	\$ Per Sq.Ft X	18,736 Sq. Ft.	\$
Leisure Center	\$ Per Sq.Ft X	8,501 Sq. Ft.	\$
Swim Center	\$ Per Sq.Ft X	1,320 Sq. Ft.	\$
Demuth Community Center	\$ Per Sq.Ft X	12,600 Sq Ft.	\$
Desert Highland Center	\$ Per Sq.Ft X	10,215 Sq. Ft	\$
Train Station	\$ Per Sq.Ft X	120 Sq. Ft.	\$
Downtown Parking Structure	\$ Per Sq.Ft X	11,111 Sq. Ft.	\$

Rudy' Store	\$	Per Sq.Ft	X	900 Sq. Ft.	\$
Village Fest Restroom Trailer	\$	Per Sq.Ft	X	160 Sq. Ft.	\$
<b>SUB TOTAL – ALL LOCATIONS, MONTHLY COST</b>					\$

Worker available for unscheduled assignment: A Floater @

\$ \_\_\_\_\_ p/hr X 8 hrs per day X 21.75 average work days per month = \$ \_\_\_\_\_

**TOTAL BASE COST PROPOSAL PER MONTH.....\$ \_\_\_\_\_**

**TOTAL BASE COST PER YEAR (PER MONTH X 12MONTHS) \$ \_\_\_\_\_**

**TOTAL ANNUAL AMOUNT:**

\$ \_\_\_\_\_

(PRICE IN FIGURES)

(PRICE IN WORDS)

**SCHEDULE II – OPTIONS PRICING SHEET**

**OPTION A:** Cost to strip, scrub and re-wax vinyl, tile, wood and terrazzo floors if needed each additional time during the year.

City Hall		\$
City Yard		\$
Fleet Operations Bldg		\$
Police Department (including Downtown)		\$
Main Library		\$
Leisure Center	*Wood Floor \$	\$
Pavilion	*Wood Floor \$	\$
Desert Highland Center		\$
Train Station		\$
Demuth Community Center		\$



Downtown Parking Structure/ Elevators		\$
Rudy's Store	*Wood Floor \$	\$
Village Fest Restroom Trailer		\$

**OPTION B:** Cost to clean/shampoo carpeting using a vacuum truck-mounted extractor each additional time during the year.

City Hall	\$
City Yard	\$
Fleet Operations Bldg	\$
Police Department (including Downtown	\$
Main Library	\$
Leisure Center	\$
Pavilion	\$
Desert Highland Center	\$
Train Station	\$

**OPTION C:** Cost to clean all windows and glass inside and outside, if needed, each additional time during the year.

City Hall – Main Building	\$
City Hall – Engineering	\$
City Yard	\$
Fleet Operations Building	\$
Police Department (including Downtown Station)	\$
Main Library	\$
Leisure Center	\$
Pavilion	\$
Fire Department Administration Offices	\$
Desert Highland Center	\$
Rudy's Store	\$

Demuth Community Center	\$
-------------------------	----

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted in support of Proposal No.03-14 for Janitorial Services for various City of Palm Springs facilities (Schedule I and II of this RFP document) are current, accurate, and complete.

**PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:**

For the initial three (3) years of the Agreement term, the annual amount shall not exceed \$\_\_\_\_\_ per year. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

**NOTE: This page MUST be manually signed.**

Certified by:

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Signature of Authorized Person

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

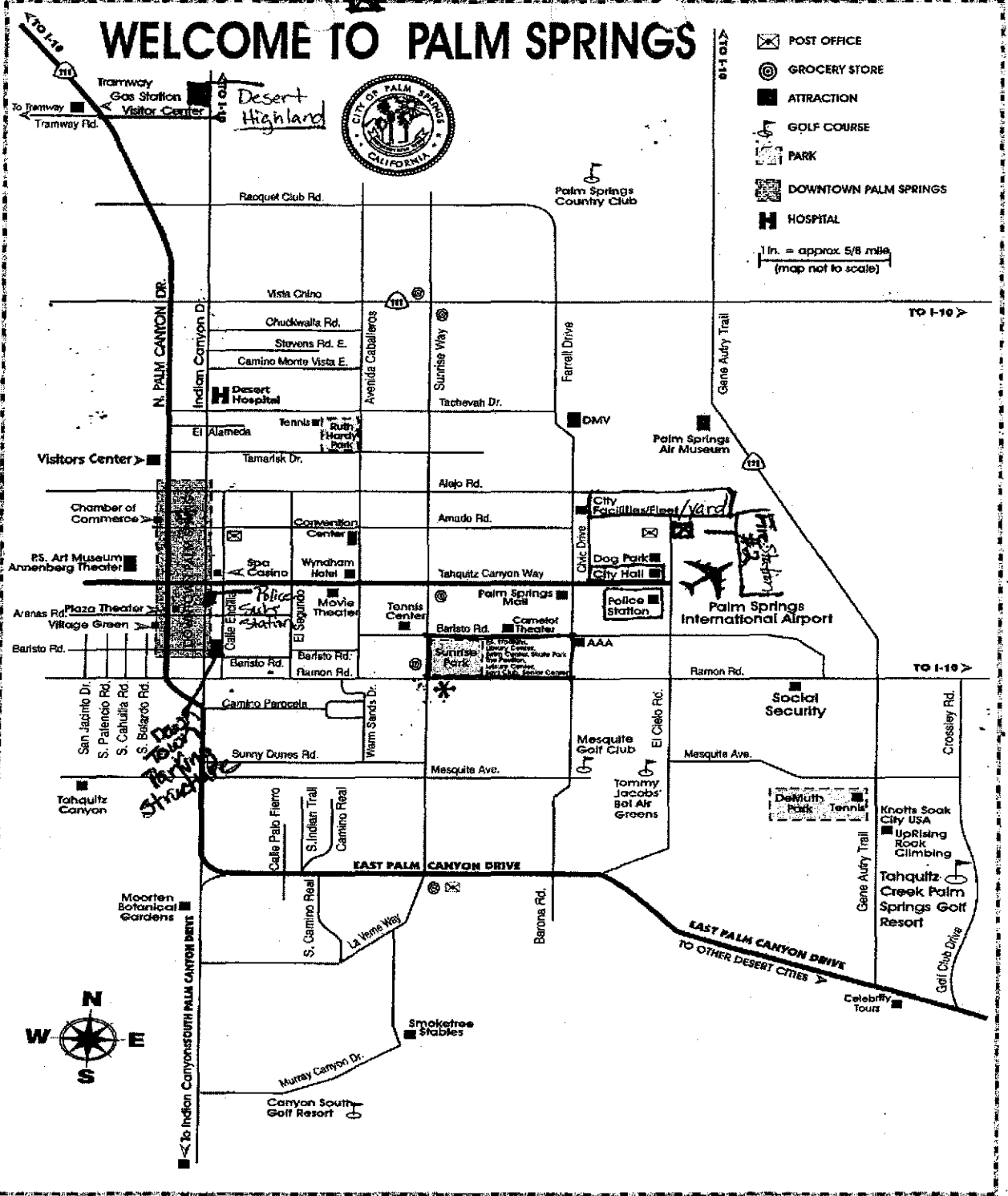
Date

ATTACHMENT "D"

10 Freeway

☒ - Train Station

# WELCOME TO PALM SPRINGS





**REQUEST FOR PROPOSAL (RFP 03-14)  
FOR  
PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES**

**ADDENDUM NO. 1**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

***The City has received the following questions and is hereby providing answers thereto:***

**Q 1:** Please confirm that there are no wage restrictions on this project such as prevailing wage or living wage.

**A 1:** ***Funding for the Work is with all local funds and, as provided under City Charter, will NOT require compliance with the prevailing wage requirements of the State of California. Also, Palm Springs does not have a "Living Wage" requirement.***

**Q 2:** Is it contractor's responsibility for cleaning ceiling for Demuth Community Center?

**A 2:** ***No***

**Q 3:** May we have sq. ft. for windows of each building?

**A 3:** ***Due to the number of buildings and locations it is not possible at this time for the City to allocate resources to count every window or measure window square feet for ever structure in an effort to provide a response to this question.***

**Q 4:** Is Janitorial Service responsible for outside trash cans?

**A 4:** ***No. Landscape maintenance takes care of outside trash cans.***

**Q 5:** Is the Janitorial Service to empty all recycling tubs located in each office into recycle bins?

**A 5:** ***Yes.***

**Q 6:** Rudy's General Store: Are we required to dust the displays and move any items to dust?

**A 6:** ***Contractor is not responsible for dusting display items or moving any items at any time.***

Q 7: Please provide the current public record/current contract costs for the RFP.

A 7: *The current awarded contract amount can be found on page 4 of the RFP document.*

**CLARIFICATIONS/REVISIONS OF RFP DOCUMENT:**

On page 4 the following revised square footage to the Fleet Bldg has been revised to reflect 210 sq. ft. of Carpet from the original 3150 sq. ft., and 1600 sq. ft. of tile from the original 2,700 sq. ft. A revised sq. ft. total is estimated at 188,305 to be serviced.

Attached are the REVISED RFP page 4 and Cost Proposal Page 33 with the corrections to the square footage pertaining to the Fleet Building.

**Page 33 ATTACHMENT "C" COST PROPOSAL reflecting the above revisions, is hereby included in this addendum and replaces original Bid Schedule pricing pages.**

**\*\*IMPORTANT NOTE: PLEASE BE SURE THAT YOU SUBMIT ONLY THE REVISED COST PROPOSAL PAGES. FAILURE TO SUBMIT THE REVISED COST PROPOSAL PAGES WILL RESULT IN A NON-RESPONSIVE SUBMITTAL.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

\_\_\_\_\_  
Leigh Gileno  
Procurement Specialist II  
DATE: October 16, 2013  
ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

~~188,305 square feet~~ The previous 5 year contract was based on 181,767 square feet and awarded at \$247,927 per year for a 3 year term with two (2) one (1) year renewal options. Since the prior contract ~~6,538 square feet~~ have been added to this contract agreement.

**3. SCOPE OF WORK, SERVICES, OBJECTIVES, SPECIFICATIONS AND LOCATIONS:**

Generally, the scope of work consists of, but is not limited to, providing the regularly scheduled janitorial services and appropriate supplies to effectively, and safely maintain a high level of cleanliness for specified City Facilities in accordance with the best standards of practice. It shall be the successful Contractors responsibility to furnish at his/her own expense all tools equipment, janitorial supplies, labor, fuel, materials, supervision and services necessary for the satisfactory performance of the work as set forth in these specifications.

**A. LOCATION AND TOTAL AREA TO BE SERVICED**

The total area to be serviced is estimated at 188,305 square feet with the following breakdown per facility:

<b>Building/ Area/ Location</b>	<b>Sq. Ft/ Carpet</b>	<b>Sq Ft / Wood Rubber/Vinyl or Concrete/Steel</b>	<b>Sq. Ft of Tile</b>
City Hall: 3200 East Tahquitz Canyon Way (80)	33,658		2,878
City Yard: 425 N. Civic Drive (40)	2,300		3,100
<del>Fleet Bldg.: 425 N. Civic Drive (16)</del>	<del>210</del>		<del>1,600</del>
Police Dept.: 200 S. Civic Drive (130)	26,630		8,275
Police Jail: 200 S. Civic Drive (2)		7,520	
Police Downtown Sub-Station: 105 S. Indian	1,620		191
Main Library: 300 S. Sunrise Way (20)	31,564		936
Fire Station #2: 300 N. El Cielo (10) Admin only	3,715		445
Pavillion: 401 S. Pavillion Way (1)	4,490	10,126 [w]	4,120
Leisure Center: 401 S. Pavillion Way (13)	1,602	2,648 [w]	4,251
Swim Center : 401 S. Pavillion Way (5)	-		1,320
Demuth Community Center 3601 E. Mesquite			12,600
Desert Highland Center: 480 Tramview Rd (3)	2,289	6,782 [r]	1,144
Train Station: 6001 Palm Springs Train Stn. Rd.	-		120
Downtown Parking Structure: 275 Indian Canyon		11,023 [c/s]	88
Rudy's Store 211 S. Palm Canyon		900 [w]	
Village Fest Restroom Trailer - 425 N. Civic Drive		160 [v]	
<b>TOTALS:</b>	<b>108,078</b>	<b>39,159</b>	<b>41,068</b>

**NOTE:** The approximate number of persons based in each facility is indicated in parentheses.

**B. SUPPLIES TO BE PROVIDED BY CONTRACTOR**

Contractor's base price shall include rest room supplies to be supplied in sufficient quantities as to be continuously available in all rest rooms included in this Contract. Quality shall not be less than that generally available in a first class American hotel and shall be subject to the approval of the City's Facilities Maintenance Manager. Supplies shall include the following:

**ATTACHMENT "C"**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2  
"Cost Proposal", NOT with Envelope #1, Technical/Work Proposal\*)**

**REQUEST FOR PROPOSAL #03-14  
JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS**

**COST PROPOSAL \*\*REVISED\*\* PER ADDENDUM #1**

Responding to Request for Proposal No. 03-14 Janitorial Services for various City buildings, I/WE will accept as full payment the following lump sum payment for providing all labor, supervision, services, materials equipment, and supplies to complete the Janitorial Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver \*describe here\* as defined in the Scope of Work herein.

**SCHEDULE I - BASE SCHEDULE PRICING SHEET**

**Base Bid:** Firm fixed price per square foot, per month for providing Janitorial Services, as specified, for the following buildings for initial three (3) year Contract term:

<b>LOCATION</b>	<b>\$ Per SQ FT</b>	<b>SQ FT</b>	<b>MONTHLY \$</b>
City Hall	\$ Per Sq.Ft	X 36,536 Sq. Ft.	\$
City Yard	\$ Per Sq.Ft	X 5,400 Sq. Ft.	\$
Fleet Operations	\$ Per Sq.Ft	X 1810 Sq. Ft.	\$
Police Department	\$ Per Sq.Ft	X 42,425 Sq. Ft.	\$
Police Downtown Station	\$ Per Sq.Ft	X 1,811 Sq. Ft.	\$
Main Library	\$ Per Sq.Ft	X 32,500 Sq. Ft.	\$
Fire Station #2 (administration office)	\$ Per Sq.Ft	X 4160 Sq. Ft.	\$
Pavilion	\$ Per Sq.Ft	X 18,736 Sq. Ft.	\$
Leisure Center	\$ Per Sq.Ft	X 8,501 Sq. Ft.	\$
Swim Center	\$ Per Sq.Ft	X 1,320 Sq. Ft.	\$
Demuth Community Center	\$ Per Sq.Ft	X 12,600 Sq. Ft.	\$
Desert Highland Center	\$ Per Sq.Ft	X 10,215 Sq. Ft.	\$
Train Station	\$ Per Sq.Ft	X 120 Sq. Ft.	\$
Downtown Parking Structure	\$ Per Sq.Ft	X 11,111 Sq. Ft.	\$
Village Fest Restroom Trailer	\$ Per Sq.Ft	X 160 Sq. Ft.	\$
<b>SUB TOTAL – ALL LOCATIONS, MONTHLY COST</b>			<b>\$</b>



**REQUEST FOR PROPOSAL (RFP 03-14)  
FOR  
PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES  
ADDENDUM NO. 2**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

***The City has received the following questions and is hereby providing answers thereto:***

Q 1: Minimum wage is increasing to \$9 per hour starting July 1, 2014 and again to \$10 per hour on January 1, 2016. Do you require us to add in these increases or are you going to allow us to ask for increases as the minimum wage increases?

***A 1: No, the City will not allow you to ask for increases as the minimum wage increases.***

Q 2: We have no idea what the cost will be exactly for the Affordable Healthcare Act that will take effect January 1, 2015. Will you allow us to come back and increase the bid whatever is increased to us?

***A 2: No***

Q 3: What time is the village fest event over every Thursday?

***A 3: 10:00PM***

Q 4: Are the background checks done by us or are we required to go through your Police Department for the employees that are not working at the Police Department? Who is responsible for the cost of background checks from the Police Department and all other City locations?

***A 4: Police Department will do the back ground checks that are required for this contract.***

Q 5: Are there any large pieces of equipment needed for this job that you can think of? For example, golf cart, Zambonis, etc...

***A 5: No***

Q 6: Rudy's Store is not on the pricing sheet. Where should we input that pricing?

***A 6: We apologize for the oversight. Rudy's Store has been added to the revised pricing pages and attached and made a part of Addendum #2.***

Q 7: Page 13 states "All vinyl and tile floors must be buffed on an "as needed" basis to insure high gloss shine. Can you please tell us how often "as needed" is so we can make sure we budget for it?

***A 7: Past history has averaged approximately 2 buffing's between re-coats to maintain a high gloss finish.***



Q 8: On page 35 you request a total 3 year cost at the bottom of the page. Should this cost included Option A,B and C?

A 8: No

**CLARIFICATIONS/REVISIONS OF RFP DOCUMENT:**

Page 24 under Proposal Evaluation Criteria, Item C and D are being revised to more accurately evaluate each proposal as it pertains to janitorial services and has been changed to read:

**Deletion:**

~~C. Work Proposal, including detailed proposed design, methodology and approach, inclusive of all necessary materials, equipment and labor necessary to fully execute and provide a turn-key solution for the requested Scope of Work (25 Points)~~

**Correction: (replace with):**

C. Work Proposal to reflect understanding of the project and include any training the contractor provides their employees. Staffing plan showing the number of employees firm will use to perform the work including the ratio of supervision to employees. Provide detailed proposed "Green" products your firm will be using. (25 POINTS)

**Deletion:**

~~D. Detailed Project Schedule, including equipment lead time, installation, testing and system commissioning (15 points)~~

**Correction: (replace with):**

D. Detailed Project Schedule, including all tasks and sub-tasks to successfully stay on schedule as outlined in the Standards and Frequency of janitorial services for each location. Communication and quality control methods. (15 POINTS)

Attached is the REVISED RFP Cost Proposal Pages 33-36 with the corrections to add Rudy's Store to the pricing pages.

**Pages 33-36 ATTACHMENT "C" COST PROPOSAL reflecting the above revisions, is hereby included in this addendum and replaces original Bid Schedule pricing pages.**

**\*\*IMPORTANT NOTE: PLEASE BE SURE THAT YOU SUBMIT ONLY THE REVISED COST PROPOSAL PAGES FROM ADDENDUM #2. FAILURE TO SUBMIT THE REVISED COST PROPOSAL PAGES WILL RESULT IN A NON-RESPONSIVE SUBMITTAL.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

*Leigh Gileno*

Leigh Gileno  
Procurement Specialist II  
DATE: October 24, 2013

**ADDENDUM ACKNOWLEDGMENT:**

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

**ATTACHMENT "C"**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2  
"Cost Proposal", NOT with Envelope #1, Technical/Work Proposal\*)**

**REQUEST FOR PROPOSAL #03-14  
JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS**

**COST PROPOSAL \*\*REVISED\*\* PER ADDENDUM #2**

Responding to Request for Proposal No. 03-14 Janitorial Services for various City buildings, I/WE will accept as full payment the following lump sum payment for providing all labor, supervision, services, materials equipment, and supplies to complete the Janitorial Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver \*describe here\* as defined in the Scope of Work herein.

**SCHEDULE I - BASE SCHEDULE PRICING SHEET**

**Base Bid:** Firm fixed price per square foot, per month for providing Janitorial Services, as specified, for the following buildings for initial three (3) year Contract term:

<b>LOCATION</b>	<b>\$ Per SQ FT</b>	<b>SQ FT</b>	<b>MONTHLY \$</b>
City Hall	\$ Per Sq.Ft X	36,536 Sq. Ft.	\$
City Yard	\$ Per Sq.Ft X	5,400 Sq. Ft.	\$
Fleet Operations	\$ Per Sq.Ft X	1810 Sq. Ft.	\$
Police Department	\$ Per Sq.Ft X	42,425 Sq. Ft.	\$
Police Downtown Station	\$ Per Sq.Ft X	1,811 Sq. Ft.	\$
Main Library	\$ Per Sq.Ft X	32,500 Sq. Ft.	\$
Fire Station #2 (administration office)	\$ Per Sq.Ft X	4160 Sq. Ft.	\$
Pavilion	\$ Per Sq.Ft X	18,736 Sq. Ft.	\$
Leisure Center	\$ Per Sq.Ft X	8,501 Sq. Ft.	\$
Swim Center	\$ Per Sq.Ft X	1,320 Sq. Ft.	\$
Demuth Community Center	\$ Per Sq.Ft X	12,600 Sq. Ft.	\$
Desert Highland Center	\$ Per Sq.Ft X	10,215 Sq. Ft.	\$
Train Station	\$ Per Sq.Ft X	120 Sq. Ft.	\$
Downtown Parking Structure	\$ Per Sq.Ft X	11,111 Sq. Ft.	\$
Rudy's Store	\$ Per Sq.Ft X	900 Sq. Ft.	\$

Village Fest Restroom Trailer	\$	Per Sq.Ft	X	160 Sq. Ft.	\$
<b>SUB TOTAL – ALL LOCATIONS, MONTHLY COST</b>					\$

Worker available for unscheduled assignment: A Floater @

\$\_\_\_\_\_ p/hr X 8 hrs per day X 21.75 average work days per month = \$\_\_\_\_\_

**TOTAL BASE COST PROPOSAL PER MONTH.....\$\_\_\_\_\_**

**TOTAL BASE COST PER YEAR (PER MONTH X 12MONTHS) \$\_\_\_\_\_**

**TOTAL ANNUAL AMOUNT:**

\$\_\_\_\_\_

(PRICE IN FIGURES)

(PRICE IN WORDS)

**SCHEDULE II – OPTIONS PRICING SHEET**

**OPTION A:** Cost to strip, scrub and re-wax vinyl, tile, wood and terrazzo floors if needed each additional time during the year.

City Hall		\$
City Yard		\$
Fleet Operations Bldg		\$
Police Department (including Downtown)		\$
Main Library		\$
Leisure Center	*Wood Floor \$	\$
Pavilion	*Wood Floor \$	\$
Desert Highland Center		\$
Train Station		\$
Demuth Community Center		\$
Downtown Parking Structure/ Elevators		\$
Rudy's Store	*Wood Floor \$	\$
Village Fest Restroom Trailer		\$

**OPTION B:** Cost to clean/shampoo carpeting using a vacuum truck-mounted extractor each additional time during the year.

City Hall	\$
City Yard	\$
Fleet Operations Bldg	\$
Police Department (including Downtown	\$
Main Library	\$
Leisure Center	\$
Pavilion	\$
Desert Highland Center	\$
Train Station	\$

**OPTION C:** Cost to clean all windows and glass inside and outside, if needed, each additional time during the year.

City Hall – Main Building	\$
City Hall – Engineering	\$
City Yard	\$
Fleet Operations Building	\$
Police Department (including Downtown Station)	\$
Main Library	\$
Leisure Center	\$
Pavilion	\$
Fire Department Administration Offices	\$
Desert Highland Center	\$
Rudy's Store	\$
Demuth Community Center	\$

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted in support of Proposal No.03-14 for Janitorial Services for various City of Palm Springs facilities (Schedule I and II of this RFP document) are current, accurate, and complete.

**PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:**

For the initial three (3) years of the Agreement term, the annual amount shall not exceed \$\_\_\_\_\_ per year. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

**NOTE: This page MUST be manually signed.**

Certified by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT "C"

CONTRACTOR'S PROPOSAL

*Request for Proposal  
for Janitorial Services  
for Various City Buildings  
Palm Springs*

*By*

*Advanced Inc dba*



*10834 E. Whittier Blvd.  
Whittier, CA 90606  
(562) 692-0704*

*October 29, 2013*

## Table of Contents

Introduction Letter

A Corporate Staffing

A1) Qualifications and Experience

A2 )References

B Work Statement and Quality Control

C. Proposed Staffing

Pre-employment procedures

Training Program

D. Project Schedule

E. Local Preference (not applicable)

F. Cost Proposal (see envelope # 2)

G. Miscellaneous

Attachment A

Attachment B

Addendums 1, 2



*Committed to eco-friendly cleaning*



10834 E Whittier Blvd.  
Whittier, CA 90606  
Phone: 562.692-0704  
Fax: 562. 456-5287  
customerservice@progreenbm.com

October 29, 2013

Ms. Leigh Gileno  
CITY OF PALM SPRINGS  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

Dear Ms. Gileno,

**PROgreen** would like to thank you for the opportunity to have provided janitorial service to the City of Palm Springs over the past 5 years.

As an organization that takes pride in customer service, we strive to be an aggressive and innovative company with emphasis on environmentally conscious cleaning practices, and the use of **green certified** cleaning chemicals.

**PROgreen** believes that over the last 5 years we have gained the knowledge and experience to determine what is required to maintain the facilities at a consistently high level of service and appearance. There are specific sites (**due to their traffic, usage and exposure to weather elements**), that require certain areas of the floors, carpets and windows to be scheduled more frequently.

**PROgreen**, in our administration of the contract, have implemented many of these periodic tasks. These periodic tasks will be listed in detail in Section C- work proposal and will be incorporated in our annual schedule.

We hope to have the opportunity to work with the City of Palm Springs once again.

Sincerely,

Michael J. Sullivan  
President



*Committed to eco-friendly cleaning*



A) Corporate Staffing

*Advanced Inc, dba*



10834 E Whittier Blvd.  
Whittier, CA 90606  
Phone: 562.692-0704  
Fax: 562. 456-5287  
customerservice@progreenbm.com

A California Corporation

50 Employees

MIKE SULLIVAN  
OFFICER

Operations and Quality Control Marketing  
35 years of experience

TAMRA SULLIVAN  
OFFICER

Sales and Marketing  
7 years of experience

VERONICA VALENCIA

Office Administration and Customer Service  
7 years of experience

JOSE SOSA

District Field Night Supervisor  
7 years of experience

ARTURO OJEIDA

District Field Night Supervisor  
15 years of experience

JUAN CONTRERAS  
MATEO SOSA  
JESUS ESPINOZA  
RAYMUNDO FRANQUES

Specialty Crews  
Floors, Carpets, and Window Cleaners



*Committed to eco-friendly cleaning*

### A)1 Qualifications and Experience

**PROGREEN** has many years of janitorial experience. We believe our management and supervisory personnel, our quality control, and method of operation, coupled with our customized business software communication system, separates us from our competition.

**PROGREEN** is committed to environmentally conscious cleaning practices and the use of **green cleaning chemicals** in order to minimize the impact on our environment.

**PROGREEN** now services numerous facilities in **Los Angeles, Riverside, Orange** and **San Bernardino County**. With our experience and capability there is no limit to the size of the work, or the demand. *Progreen* is a local company and has adequate personnel to handle all contracts. Our present contracts with Municipalities will attest to the quality of service that we have provided over the years.

**PROGREEN** is very responsible in meeting the clients demand. Our customer service is always ready for any situation. Our Managers, Supervisors and specialty crews are ready 24 hours a day. Our services include complete janitorial maintenance, carpet cleaning, floor stripping and waxing, window cleaning, metal polishing, and janitorial supplies. We also have adequate day personnel who can be used in case of emergencies, or to handle requests beyond the regular scope of work.

**PROGREEN** as an organization, takes pride in that special desire to deliver customer satisfaction. In the process we have gained some experience that will make you proud of your decision to select our company to provide your custodial services.



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## *B) Work Statement and Quality Control Plan*

- *Progreen* understands the work that needs to be done for the *City of Palm Springs* and is fully capable of meeting the contract obligations.
- *Progreen* will utilize Waxie Solsta Green Certified cleaning chemicals and Georgia Pacific green paper products.
- *Progreen* will utilize local labor in Coachala Valley and preferably Palm Springs.

*Progreen* is committed to living up to your expectations from the first day that we serve you, we have developed a work plan approach to meet and assure that the necessary requirements of the contract are met.

- ◆ Upon contract notification to guarantee that we work on your highest priorities first, we suggest a meeting prior to start-up in which you and *Progreen* together formulate a plan of action to address your most important objectives.
- ◆ *Progreen* personnel will perform regular inspections which will be computer generated via our customized software database system. If requested, all inspections can be forwarded to our customer in order to facilitate contract communication
- ◆ *Progreen* customized business software system allows us to keep track of the following: Customer requests, complaints, work schedules, and periodic tasks performed. This information can be communicated daily with our customer via electronic mail (e-mail), text messaging, faxing, etc.
- ◆ *Progreen* will generate an Annual schedule for all periodic tasks to be done per contract and issue copy to customer.
- ◆ *Progreen* employees will be assigned uniforms, and badge identification, and be required to carry cell phones.
- ◆ *Progreen* office hours are Monday through Friday 8:30 a.m. to 5:30 p.m. Any after hour calls to our office, the message left in English or Spanish is immediately transcribed and forwarded via text message and email to all management and supervisor cell phones for prompt attention as required.



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**C) Proposed Staffing**

**City Hall - Engineering**  
4 times a week janitor service

<i>Custodian # 1</i>	<i>Monday through Thursday</i>	<i>3 hrs. per cleaning</i>
<i>Custodian # 2</i>	<i>Monday through Thursday</i>	<i>3 hrs. per cleaning</i>
<i>Custodian # 3</i>	<i>Monday through Thursday</i>	<i>3.5 hrs. per cleaning</i>

**Police Dept.**  
7 times a week janitor service

<i>Custodian # 1</i>	<i>Monday through Thursday</i>	<i>3.5 hrs. per cleaning</i>
	<i>Friday</i>	<i>5.0 hrs. per cleaning</i>
	<i>Saturday</i>	<i>2.0 hrs. per cleaning</i>
	<i>Sunday</i>	<i>2.0 hrs. per cleaning</i>
<i>Custodian # 2</i>	<i>Monday through Thursday</i>	<i>3.5 hrs. per cleaning</i>
	<i>Saturday</i>	<i>2.0 hrs. per cleaning</i>
	<i>Sunday</i>	<i>2.0 hrs. per cleaning</i>

**Fire Station**  
4 times a week janitor service

<i>Custodian # 3</i>	<i>Monday through Thursday</i>	<i>1.5 hrs. per cleaning</i>
----------------------	--------------------------------	------------------------------

**City Yard**  
4 times a week janitor service

<i>Custodian # 4</i>	<i>Monday through Thursday</i>	<i>1.5 hrs. per cleaning</i>
<i>Custodian # 5</i>	<i>Monday through Thursday</i>	<i>1.5 hrs. per cleaning</i>

**Fleet Bldg.**  
4 times a week janitor service

<i>Custodian # 4</i>	<i>Monday through Thursday</i>	<i>1 hr. per cleaning</i>
<i>Custodian # 5</i>	<i>Monday through Thursday</i>	<i>1 hr. per cleaning</i>



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*Proposed staffing continued...2*

**Desert Highland Center**  
5 times a week janitor service

*Custodian # 4 Monday through Friday 1.75 hrs. per cleaning*  
*Custodian # 5 Monday through Friday 1.75 hrs. per cleaning*

**Train Station**  
6 times a week janitor service

*Custodian # 4 Monday through Saturday .5hrs per cleaning*  
*Custodian # 5 Monday through Saturday .5hrs per cleaning*

**Pavillion**  
7 times a week janitor service

*Customer # 6 Monday through Sunday 1.5hrs per cleaning*  
*Customer # 7 Monday through Sunday 1.5hrs per cleaning*

**Library**  
6 times a week janitor service

*Customer # 6 Monday through Saturday 2.5 hrs. per cleaning*  
*Customer # 7 Monday through Saturday 2.5 hrs. per cleaning*

**Leisure Center**  
6 times a week janitor service

*Customer # 8 Monday through Saturday 2.25 hrs. per cleaning*

**Police Sub Station**  
5 times a week janitor service

*Customer # 8 Monday through Friday .5 hrs. per cleaning*



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*Proposed Staffing continued... 3*

**Rudy's General Store**  
1 time a week janitor service

*Custodian # 8                      Wednesday only                      1.5 hrs. per cleaning*

**Swim Center**  
7 times a week janitor service

*Custodian #9      Monday through Sunday                      1.25 hrs. per cleaning*  
*Custodian # 10      Monday through Sunday                      1.25 hrs. per cleaning*

**Delmuth Center**  
6 times a week janitor service

*Custodian # 9      Monday through Saturday                      1.5 hrs. per cleaning*  
*Custodian # 10      Monday through Saturday                      1.5 hrs. per cleaning*

**Parking Lot Structure**  
3 times a week janitor service

*Custodian # 11      Monday, Wednesday, Friday                      4.5 hrs. per cleaning*  
*(Floater, unscheduled assignments), Mon. thru Fri. as required....*



*Committed to eco-friendly cleaning*

### C) Pre employment procedures

Once a potential employee fills out an application for employment *Progreen* does a complete pre-employment screening of all prospective employees that includes:

- 1) Employment eligibility I-9 Verification
- 2) Employment background check
- 3) Criminal records check
- 4) Drug testing (where requested)
- 5) DMV check

At the conclusion of these checks, *Progreen* management reviews the reports to determine the best candidates. Interviews are conducted and recruitment begins for employee's who prove trustworthy, reliable, and have propensity for detail.

### Training Program

*Progreen* provides exceptional training for its employees. It begins with an initial session and continues with monthly training to comply with all OSHA SB198 requirements.

The janitors are instructed in the following:

- 1) Proper use of equipment
- 2) Proper labeling of cleaning products
- 3) Proper cleaning techniques
- 4) Appropriate application and handling of cleaning products
- 5) Proper use of protective equipment
- 6) Correct lifting techniques
- 7) Suitable dress code
- 8) Correct use of the Material Safety Data Sheets
- 9) Work safety and work site emergency procedures
- 10) Compliance with CAL-OSHA SB198 requirements

All training is provided by our skilled supervisory staff and reviewed by Management.



*Committed to eco-friendly cleaning*



### D)Project Schedules

Listed below are the specific building locations and the upraded scope of services that Progreen will implement regularly in addition to the Tri-Annual Tasks.

<u>Location</u>	<u>Description</u>	<u>Frequency</u>
City Hall	Machine scrub and wax all restrooms. Wash exterior windows, outside only.	Every other month Every other month
Police Dept.	Shampoo carpets in Narcotic, Dispatch, Records, and general areas that are needed.	Every other month
City Yard	Machine scrub and wax main hallways, Lunchroom ,and men and woman's restroom. Clean windows of lobby, in and out.	Every other month Every other month
Pavillion	Machine scrub and wax the kitchen, stage Landing and restrooms.	Every other month
Library	Clean windows of the lobby, in and out. Clean exterior windows of the first floor.	Monthly Every other month
Leisure Ctr.	Machine scrub and wax the craft room, and Restrooms and spin pad the lobby carpets.	Every other month
Delmuth	Machine scrub and wax the first floor tile. Wash exterior windows.	Every other month Every other month



*Committed to eco-friendly cleaning*

E) Local Preference (not applicable)



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*F) Cost Proposal (see envelope 2)*



*Committed to eco-friendly cleaning*

**ATTACHMENT "C"**

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2 "Cost Proposal", NOT with Envelope #1, Technical/Work Proposal\*)**

**REQUEST FOR PROPOSAL #03-14  
JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS**

**COST PROPOSAL \*\*REVISED\*\* PER ADDENDUM #2**

Responding to Request for Proposal No. 03-14 Janitorial Services for various City buildings, I/WE will accept as full payment the following lump sum payment for providing all labor, supervision, services, materials equipment, and supplies to complete the Janitorial Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver \*describe here\* as defined in the Scope of Work herein.

**SCHEDULE I - BASE SCHEDULE PRICING SHEET**

**Base Bid:** Firm fixed price per square foot, per month for providing Janitorial Services, as specified, for the following buildings for initial three (3) year Contract term:

LOCATION	\$ Per SQ FT	SQ FT	MONTHLY \$
City Hall	\$ .075 Per Sq.Ft X	36,536 Sq. Ft.	\$ 2550
City Yard	\$ .14 Per Sq.Ft X	5,400 Sq. Ft.	\$ 750
Fleet Operations	\$ .35 Per Sq.Ft X	1810 Sq. Ft.	\$ 650
Police Department	\$ .075 Per Sq.Ft X	42,425 Sq. Ft.	\$ 3100
Police Downtown Station	\$ .16 Per Sq.Ft X	1,811 Sq. Ft.	\$ 300
Main Library	\$ .074 Per Sq.Ft X	32,500 Sq. Ft.	\$ 2300
Fire Station #2 (administration office)	\$ .095 Per Sq.Ft X	4160 Sq. Ft.	\$ 400
Pavilion	\$ .093 Per Sq.Ft X	18,736 Sq. Ft.	\$ 1700
Leisure Center	\$ .11 Per Sq.Ft X	8,501 Sq. Ft.	\$ 950
Swim Center	\$ .60 Per Sq.Ft X	1,320 Sq. Ft.	\$ 800
Demuth Community Center	\$ .11 Per Sq.Ft X	12,600 Sq. Ft.	\$ 1300
Desert Highland Center	\$ .11 Per Sq.Ft X	10,215 Sq. Ft.	\$ 1200
Train Station	\$ .33 Per Sq.Ft X	120 Sq. Ft.	\$ 400
Downtown Parking Structure	\$ .08 Per Sq.Ft X	11,111 Sq. Ft.	\$ 900
Rudy's Store	\$ .06 Per Sq.Ft X	900 Sq. Ft.	\$ 50
Village Fest Restroom Trailer	\$ .31 Per Sq.Ft X	160 Sq. Ft.	\$ 50
<b>SUB TOTAL - ALL LOCATIONS, MONTHLY COST</b>			<b>\$ 17,400</b>

33  
REVISED

Worker available for unscheduled assignment: A Floater @

\$ \_\_\_\_\_ p/hr X 8 hrs per day X 21.75 average work days per month = \$ 2100

TOTAL BASE COST PROPOSAL PER MONTH.....\$ 19,500

TOTAL BASE COST PER YEAR (PER MONTH X 12MONTHS) \$ 234,000

**TOTAL ANNUAL AMOUNT:**

\$ 234,000

(PRICE IN FIGURES)

TWO Hundred & thirty Four thousand

(PRICE IN WORDS)

**SCHEDULE II - OPTIONS PRICING SHEET**

**OPTION A:** Cost to strip, scrub and re-wax vinyl, tile, wood and terrazzo floors if needed each additional time during the year.

City Hall		\$ 525
City Yard		\$ 600
Fleet Operations Bldg		\$ 250
Police Department (including Downtown)		\$ 400
Main Library		\$ 200
Leisure Center	*Wood Floor \$ 350	\$ 300
Pavilion	*Wood Floor \$ 750	\$ 300
Desert Highland Center		\$ 300
Train Station		\$ N/A
Demuth Community Center		\$ 400
Downtown Parking Structure/ Elevators		\$ 200
Rudy's Store	*Wood Floor \$ 200	\$ <del>100</del> N/A
Village Fest Restroom Trailer		\$ 100

**OPTION B:** Cost to clean/shampoo carpeting using a vacuum truck-mounted extractor each additional time during the year.

City Hall	\$ 800
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34  
REVISED

City Yard	\$ 200
Fleet Operations Bldg	\$ 50
Police Department (including Downtown)	\$ 500
Main Library	\$ 660
Leisure Center	\$ 200
Pavilion	\$ 200
Desert Highland Center	\$ 200
Train Station	\$ N/A

**OPTION C:** Cost to clean all windows and glass inside and outside, if needed, each additional time during the year.

City Hall - Main Building	\$ 500
City Hall - Engineering	\$ 200
City Yard	\$ 150
Fleet Operations Building	\$ 100
Police Department (including Downtown Station)	\$ 300
Main Library	\$ 500
Leisure Center	\$ 300
Pavilion	\$ 200
Fire Department Administration Offices	\$ 150
Desert Highland Center	\$ 100
Rudy's Store	\$ N/A
Demuth Community Center	\$ 150

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted in support of Proposal No.03-14 for Janitorial Services for various City of Palm Springs facilities (Schedule I and II of this RFP document) are current, accurate, and complete.

**PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:**

For the initial three (3) years of the Agreement term, the annual amount shall not exceed \$ 234,000 per year. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

**NOTE: This page MUST be manually signed.**

Certified by: PROGREEN BLDG MAINTENANCE  
Firm Name  
[Signature]  
Signature of Authorized Person  
MIKE SULLIVAN  
Printed Name  
PRESIDENT  
Title  
10/22/13  
Date

36  
REVISED



784 Avenida Salvador  
San Clemente, CA 92672  
Phone: 562. 692-0704  
Fax: 562. 456-5287

December 12, 2013

Ms. Leigh Gileno  
CITY OF PALM SPRINGS  
425 N. Civic Drive  
Palm Springs, Ca 92262

**Re: Contract Pricing**

Dear Ms. Gileno,

During the negotiation period of the RFP process, as clarification to PROGreens Cost Proposal pages, this letter is to confirm the extended monthly totals that PROGreen will be charging for each facility for Janitorial services. By using the dollars per square foot provided the exact Total Extended cost for janitorial services would be \$234,153.88 per year. However, in order to simplify billing per location for both Progreen and the City, we have rounded down our extended cost to the nearest dollar per location to the City which results in the Total Cost as provided in our proposal of \$234,000.00 per year.

PROGreen is committed to the extended monthly cost as proposed in our cost proposal pages.

Also, the hourly rate for the day floater for the City of Palm Springs will be \$12.0680 per hour.

If you have any questions please feel free to call to me.

Thank you,

A handwritten signature in black ink, appearing to read "Mike Sullivan", is written over a light-colored rectangular background.

Mike Sullivan



ATTACHMENT "A"  
\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL WORK PROPOSAL  
(Envelope #1)\*  
REQUESTS FOR PROPOSALS (RFP) #03-14  
JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS

SIGNATURE AUTHORIZATION

NAME OF COMPANY (PROPOSER):

PROGREEN BUILDING MAINTENANCE  
BUSINESS ADDRESS: 10834 E WHITTIER, WHITTIER, CA 90606

TELEPHONE: 562 692 0704 CELL PHONE 949 842 6146 FAX 562 456 5287  
CONTACT PERSON: MIKE SULLIVAN EMAIL ADDRESS MISS@PROGREENBIM.COM

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

MIKE SULLIVAN PROG.  
PRINTED NAME AND TITLE  
[Signature] 10/24/13  
SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation If a corporation, organized in the state of: CA

A Local Business (Licensed within the jurisdiction of the Coachella Valley).  
Copy of current business license is required to be attached to this document. (include this only if applicable\*)

2. My tax identification number is: 20 585 1790

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1, 2 is/are hereby acknowledged.

ATTACHMENT "B"

**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)\*  
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

STATE OF CALIFORNIA) ss  
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is Michael Sullivan of PROGRESS BLDG MAINT, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer 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 thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: [Signature]  
Title: Proposer

Subscribed and sworn to before me this 28 day of OCTOBER, 2013.

**EXHIBIT "D"**

**SCHEDULE OF COMPENSATION**

**JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS**

Firm fixed price per square foot, per month for providing Janitorial Services, as specified, for the following buildings for initial three (3) year Contract term:

<b>LOCATION</b>	<b>\$ Per SQ FT</b>	<b>SQ FT</b>	<b>MONTHLY \$</b>
City Hall	\$ .075 Per Sq.Ft	X 36,536 Sq. Ft.	\$ 2550.00
City Yard	\$ .14 Per Sq.Ft	X 5,400 Sq. Ft.	\$ 750.00
Fleet Operations	\$ .35 Per Sq.Ft	X 1810 Sq. Ft.	\$ 650.00
Police Department	\$ .075 Per Sq.Ft	X 42,425 Sq. Ft.	\$ 3100.00
Police Downtown Station	\$ .16 Per Sq.Ft	X 1,811 Sq. Ft.	\$ 300.00
Main Library	\$ .074 Per Sq.Ft	X 32,500 Sq. Ft.	\$ 2300.00
Fire Station #2 (administration office)	\$ .095 Per Sq.Ft	X 4160 Sq. Ft.	\$ 400.00
Pavilion	\$ .093 Per Sq.Ft	X 18,736 Sq. Ft.	\$ 1700.00
Leisure Center	\$ .11 Per Sq.Ft	X 8,501 Sq. Ft.	\$ 950.00
Swim Center	\$ .60 Per Sq.Ft	X 1,320 Sq. Ft.	\$ 800.00
Demuth Community Center	\$ .11 Per Sq.Ft	X 12,600 Sq. Ft.	\$1300.00
Desert Highland Center	\$ .11 Per Sq.Ft	X 10,215 Sq. Ft.	\$ 1200.00
Train Station	\$ 3.3 Per Sq.Ft	X 120 Sq. Ft.	\$ 400.00
Downtown Parking Structure	\$ .08 Per Sq.Ft	X 11,111 Sq. Ft.	\$ 900.00
Rudy's Store	\$ .06 Per Sq.Ft	X 900 Sq. Ft.	\$50.00
Village Fest Restroom Trailer	\$ .31 Per Sq.Ft	X 160 Sq. Ft.	\$50.00
<b>SUB TOTAL - ALL LOCATIONS, MONTHLY COST</b>			<b>\$17,400.00</b>

*During the negotiation period of the RFP process, as clarified by PROGreen, the dollars per square foot provided the exact Total Extended cost for janitorial services would be \$234,153.88 per year. However, in order to simplify billing per location for both Progreen and the City, they have rounded down our extended cost to the nearest dollar per location to the City which results in the Total Cost as provided in the proposal of \$234,000.00 per year.*

*PROGreen is committed to the extended monthly cost as proposed in our cost proposal pages.*

Worker available for unscheduled assignment: Cost to the City for a Floater @

\$ 12.068 p/hr X 8 hrs per day X 21.75 average work days per month = \$ 2100.00

**TOTAL BASE COST PROPOSAL PER MONTH.....\$ 19,500.00**

**TOTAL BASE COST PER YEAR (PER MONTH X 12MONTHS) \$ 234,000.00**

**TOTAL ANNUAL AMOUNT:**

\$ 234,000.00  
(PRICE IN FIGURES)

Two Hundred and Thirty Four Thousand Dollars  
(PRICE IN WORDS)

**SCHEDULE II – OPTIONS PRICING SHEET**

**OPTION A:** Cost to strip, scrub and re-wax vinyl, tile, wood and terrazzo floors if needed each additional time during the year.

City Hall		\$525.00
City Yard		\$600.00
Fleet Operations Bldg		\$250.00
Police Department (including Downtown)		\$400.00
Main Library		\$200.00
Leisure Center	*Wood Floor \$350.00	\$300.00
Pavilion	*Wood Floor \$750.00	\$300.00
Desert Highland Center		\$300.00
Train Station		\$N/A
Demuth Community Center		\$400.00
Downtown Parking Structure/ Elevators		\$200.00
Rudy's Store	*Wood Floor \$200.00	\$N/A
Village Fest Restroom Trailer		\$100.00

**OPTION B:** Cost to clean/shampoo carpeting using a vacuum truck-mounted extractor each additional time during the year.

City Hall	\$800.00
City Yard	\$200.00
Fleet Operations Bldg	\$50.00
Police Department (including Downtown)	\$500.00
Main Library	\$600.00
Leisure Center	\$200.00
Pavilion	\$200.00
Desert Highland Center	\$200.00
Train Station	\$N/A

**OPTION C:** Cost to clean all windows and glass inside and outside, if needed, each additional time during the year.

City Hall – Main Building	\$500.00
City Hall – Engineering	\$200.00
City Yard	\$150.00
Fleet Operations Building	\$100.00
Police Department (including Downtown Station)	\$300.00
Main Library	\$500.00
Leisure Center	\$300.00
Pavilion	\$200.00
Fire Department Administration Offices	\$150.00
Desert Highland Center	\$100.00
Rudy's Store	\$N/A
Demuth Community Center	\$150.00

**PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:**

For the initial three (3) years of the Agreement term, the annual amount shall not exceed \$ 234,000.00 per year. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

## EXHIBIT "E"

### SCHEDULE OF PERFORMANCE

#### STANDARDS AND FREQUENCY OF JANITORIAL SERVICES FOR SPECIFIC LOCATIONS

The following standards shall be used by the Contract Administrator in evaluating custodial service:

1. Dusting - A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.
2. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.
3. Sweeping/Vacuuming - A properly swept floor is free of all dirt, grit, lint, insects and debris, except embedded dirt and grit.
4. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
5. Damp Mopping - A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
6. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
7. Glass Cleaning - Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
8. Floor Finish Removal (Stripping) - Removal is accomplished when surfaces have all finished removed down to the flooring materials including baseboards, are free of dirt, stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately.
9. Finished Floor (Application) - A floor is satisfactorily finished when all old wax/polish has been completely removed, including in corners and along edges and sufficient coats of sealer and wax/polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing.
10. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water and the floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
11. Buffing of Finished Floor Surfaces - All finished floor areas will be spray buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid and City approved spray-buff products shall be used.
12. Wall Washing - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks. Painted

surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.

13. Spot Cleaning Carpets - A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers.

14. Janitorial Personnel - There is to be a janitorial person available during normal business hours Monday through Friday. Transportation is to be provided by the vendor/ personnel.

15. Public Restrooms – Engineering and Planning receives approximately 900-1000 patrons per month that will impact the public restrooms outside of the Engineering and Planning Building. Approximately 400 patrons per day visit the Police Department.

16. Swim Center – The Palm Springs Swim Center September thru May: Receives 75-150 patrons daily depending upon swim teams. June through August, Monday through Friday approximately 400 plus patrons visit daily. Weekends have less traffic as there are no summer camps using the pool.

17. Desert Highland Unity Center – There are approximately 100 users both male and female, Monday thru Friday that utilize the facility. Saturday and Sunday there are approximately 200-300 patrons at the facility.

18. Leisure Center – For all classes, staff and parents, approximately 150-200 patrons per day utilize this center.

19. Demuth Community Center - The Palm Springs Demuth Community Center receives 75-150 patrons daily.

20. Village Fest Restroom Trailer – Every Thursday during the Village Fest event, approximately 500+ patrons utilize the restroom trailer facility.

**FOR ALL SPECIFIC LOCATIONS PLEASE REFERENCE EXHIBIT "A"**