

## CONTRACT FOR SERVICES

THIS CONTRACT is entered into this 6 day of March 2017, between the CITY OF STOCKTON, a municipal corporation ("CITY"), and **JANITEK CLEANING SOLUTIONS, INC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **2735 TEEPEE DRIVE, STOCKTON, CA, 95205**, hereinafter called "CONTRACTOR." THIS CONTRACT is for the **CITY OF STOCKTON CUSTODIAL SERVICES (PROJECT NO. OM 16-057)**, hereinafter referred to as "SERVICE".

### RECITALS

- A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.
- C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.
- D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.
2. **COMPENSATION.** CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and reimbursement for costs shall not exceed **\$498,000.00 annually**, or as otherwise mutually agreed to in a Contract Change Order. CITY agrees: To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made once a month upon receipt and approval of

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progress invoices, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

Retention will be withheld from each progress payment at the rate of 5% of each contract payment in accordance with Public Contract Code.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

**3. SCHEDULE AND TERM.** CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **June 30, 2020**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit A** and **Exhibit B**.

**4. CHANGE ORDERS.** CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as may be

determined by the Project Manager to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

5. **RIGHTS AND DUTIES OF CITY.** CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

6. **OBLIGATIONS OF CONTRACTOR.** Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

7. **TERMINATION.** This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

8. **CONTRACTOR STATUS.** In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

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a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.

i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

**9. ASSIGNMENT.** CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

**10. INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that

CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

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If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

**11. INSURANCE.** During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C** which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of **Exhibit C**. Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

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The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

**12. HEADINGS NOT CONTROLLING.** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

**13. NOTICES.** Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR:	JANITEK CLEANING SOLUTIONS, INC. 2735 Teepee Drive, Suite D Stockton, CA 95205	To City:	Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202
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**14. CONFORMANCE TO APPLICABLE LAWS.** CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095, attached to this Contract as **Exhibit D** and incorporated here to, the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

b. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm> .

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

c. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit E**). The purpose of this policy is to reaffirm the CITY'S commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

d. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>.

e. PREVAILING WAGE RATES

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage



rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. PAYROLL RECORDS - The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. APPRENTICESHIP STANDARDS - The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

**15. LICENSES, CERTIFICATIONS, AND PERMITS.** Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

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16. **RECORDS AND AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

17. **CONFIDENTIALITY.** CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

18. **CONFLICTS OF INTEREST.** CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

19. **WAIVER.** In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

20. **GOVERNING LAW.** California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

21. **DISPUTE RESOLUTION.** Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. **Venue.** Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

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26. **AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

**CITY OF STOCKTON**

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

  
KURT O. WILSON  
CITY MANAGER

**JANITEK CLEANING SOLUTIONS, INC.**

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

  
Signature

ATTEST:

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

*for*   
BONNIE PAIGE  
CITY CLERK



BLAIN BIBB

Print Name

Title: CEO

APPROVED AS TO FORM:

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

  
DEPUTY CITY ATTORNEY

**Exhibit 1**  
**Scope of Work for Custodial Services**

**Description:**

The City of Stockton (hereinafter "City"), is soliciting proposals for Custodial Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter "Contractor(s)"), which meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

Service areas include City administrative buildings, public recreation facilities, and public libraries.

Individual annual costs are to be submitted for each facility and grouping of facilities as on the City of Stockton Custodial Base Pricing (Exhibit 3).

The City of Stockton considers this to be an outcome-based Request for Proposals. Generally, determinations for specific frequencies of service will be at the discretion of the contractor. There are exceptions which are clearly noted throughout this document and the associated exhibits. The interview process will be used to discuss contractor decisions regarding frequencies of service and their effect on pricing and outcomes. The City must be comfortable that the proposed frequencies of service will result in the desired outcomes. Please note: The final contract will be based on the outcome and not the proposed frequencies of service.

The base bids are for work described throughout this document. Items to be considered "Additional Services" have also been identified within this RFP. The Contractor is to provide rates and fees for additional services related to labor and applicable equipment or supplies as outlined in the bid documents.

**Tentative Schedule:** The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Release by the City	7/26/16
Pre-Proposal Conference and Job Walk	8/11/16
Deadline for Final Questions	8/16/16
City Responses to Written Questions	8/18/16
Proposal Submission Deadline	8/25/16
Contractor Interviews as Needed	Week of 9/6/16
Contract Approval and Execution by City Council and City Manager	Fall 2016

**Selection Process:**

- Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted. The Contractor's proposed supervisor(s) of work to be performed may be required to attend.
- The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that

the Contractor might propose.

3. A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.
4. The selected Contractor will be required to execute a City-prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
5. The award of any contract is expressly contingent upon City Council approval and the availability of funds.
6. The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of a difference in unit price versus the extended figure, the unit price shall govern.

**Proposal Requirements:** Proposals shall be no more than 15 typed pages excluding exhibits provided by this RFP. Proposals must include a narrative response to the following information:

- A. Introduction:** Briefly introduce the proposal, including a statement of the Contractor's approach to providing custodial services to the City of Stockton. Provide the name of the company submitting the proposal, mailing address, telephone number, email address, and the name of the contact person.
- B. Statement of Qualifications/Responsiveness:** Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- C. Experience and References:** Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the contracts, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.
- D. Resources and Service Description:** Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested services.
- E. Quality Control:** Include a comprehensive description of your organization's vision of customer service and quality assurance and quality control for the work being proposed. Describe the steps your company takes to insure that each person's role in your organization is understood as it relates to exceptional customer service and quality not only to the City of Stockton, but to the residents and visitors whom the City of Stockton serves.

- F. Staffing Process:** Include a work plan of how you will staff and supervise the contracted services.
- Provide a complete overview of all training programs provided including information on the training and certifications maintained by each individual.
  - List the full or part-time status of each employee that will be assigned to this Contract.
  - Describe the designated Contractor's Project Manager role in the supervision and delivery of contract services as well as the availability of a supervisor and contingency plans when not available.
- G. Liability Issues:** Discuss how your company handles damage or theft claims.
- H. Logistics:** Describe how your company will make available the equipment and materials needed to perform all work, where your company is based and where your company will store materials.
- I. Chemicals:** List the chemicals proposed for use in this Contract. Describe how each will be used and methods used to comply with local, State, and Federal laws and regulations.
- J. Environmentally Preferable Procurement:** Describe how your selection of materials and processes will best meet the intentions of the City of Stockton Directive FIN-35 Environmentally Preferable Procurement Policy (Exhibit 6).
- K. Carpets and Upholstered Furniture:** Describe how your company proposes to handle carpet and upholstered furniture cleaning, care, and stain extraction. Please describe how spots are to be removed, frequencies for cleanings, etc. as well as your proposed timeframes.
- L. Frequencies:** Provide and discuss your proposed frequencies for each task associated with obtaining the desired outcomes. Please include expected production hours per task as well as expected production hours per facility to obtain the desired outcomes in accordance with the City of Stockton Custodial Standards (Exhibit 5).
- M. Billing Invoicing:** Describe your company's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City of Stockton's needs. Attach samples of your company's billing forms and invoices.
- N. Reports:** Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City that will show work accomplished, labor hours, and materials consumed by each site. Attach sample reports.
- O. Computerized Maintenance Management Systems:** Describe how your company has worked within a customer provided computerized maintenance management system for tracking assigned work orders, and resource reporting.

**Proposal Scoring Criteria:** Proposals will be selected using a "best value" methodology based on the following categories.

- A. Price (30 points).** Points will be weighted with regard to the overall base bid prices and additional service rates. A maximum of 5 points will be given for local preference in accordance with Stockton Municipal Code Section 3.68.090.

- B. Experience (20 points).** Previous experience in providing a superior level of service on like- sized public and/or private projects.
- C. Quality of Work (20 points).** Assessments of work quality, performance, and working relationship by current and recent clients that indicate high levels of satisfaction and effectiveness.
- D. Qualifications of Staff (15 points).** Qualifications of proposed staff to be assigned to the project.
- E. Communications Capabilities (10 points).** Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
- F. Reports and Invoices (5 points).** Effectiveness and clarity of sample reports and invoices utilized by the company.

**Cost Proposal:**

- A. Base Bid Prices:** Base bid prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment, and all management, supervision, permits, labor and services, for each provided Facility Scope (Exhibit 2), unless otherwise identified as "Additional Work" within this document.

The prices should be listed by yearly lump sums by facility on the supplied bid sheet (Exhibit 3). Base Bid prices shall include the services listed in the Facility Scope (Exhibit 2) for each facility. The basis of payment shall be on a monthly fixed price basis or as otherwise agreed to in writing by the City. Proposal prices shall include all applicable federal, state, and local taxes.

The Contractor must agree to perform the described work for the prices indicated in its proposal and markup stipulated in the Contract or as negotiated by City for the life of the Contract. At the request of the Contractor, City and Contractor will meet and revise prices annually to be effective for the next contract year in December of each year. This increase request may be in accordance with consumer price index (CPI) for other services in Stockton, California according to the Bureau of Labor Statistics and shall not exceed 3% in any one year. The City agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Contractor at the contract rates then in effect.

The City will only award a contract if the cost of the agreement is at or below the approved funding allotment for specific facilities, and funding sources.

- B. Material and Supply Pricing -** The proposal shall include the Contractor's percentage mark up on consumable supplies over its cost. This percentage should be included in the Contractor's Additional Services pricing sheet (Exhibit 4). Include a comprehensive list of the consumable supplies needed for this contract with your current pricing. The City reserves the right to purchase, and supply to the Contractor, all consumable materials and supplies.



Consumable supplies are defined as supplies used by the facility users, guests, and staff. All cleaning supplies necessary to maintain facilities in accordance with City of Stockton Custodial Standards (Exhibit 5) shall be provided by the Contractor and be accounted for in the Contractor's base bid for each facility.

**C. Additional Services.** City has the authority to direct additional and extra work including, but not limited to, work for vandalism, City initiated improvements, various event functions, service for City-owned sites not requiring routine service, and the addition of new sites. Additional Services outside the Facility Scope (Exhibit 2) and/or City of Stockton Custodial Standards (Exhibit 5) will require written approval from City prior to the commencement of work. Costs for additional services completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

The City recognizes the inherent complexity of "services", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "Additional Services". Items may be added or deleted through the negotiation process.

The following shall be treated as Additional Services:

- Graffiti Removal
- Additional Kitchen Cleaning Due To Facility Rentals
- Exterior walls in excess of 10 feet high.
- Hourly janitorial needs for special events and clean up
- Carpet or cleaning services at City facilities not receiving normal custodial services (ex. Fire Stations, City Hall, Etc.)

Bid requests for hourly rates, unit costs, markups, etc. can be found in the Additional Services Price Sheet (Exhibit 4)

**Standards of Service:** All City facilities included in this Contract shall be maintained in accordance with City of Stockton Custodial Standards (Exhibit 5)

**Special Instructions:**

1. ONLY Contractor's employees allowed on premises.
2. All cleaning products shall be approved by the City prior to use by Contractor.
3. Contractor shall maintain on site an up-to-date set of Safety Data Sheets (material safety and data sheets) for all chemicals and cleaning products used at the site. This shall be subject to City inspection and shall be considered property of the City.
4. The City shall provide lockable storage for Contractor supplied cleaning materials.
5. Contractor shall maintain all cleaning materials inside lockable storage container when not in use.
6. Contractors will report hazardous conditions and items beyond minor repair to Facilities Supervisor, or designee, for correction within 8 hours of service via the City's CMMS.
7. Contractors will report all vandalism, graffiti, and non-functional components within 8 hours of discovery via the City's CMMS.
8. Contractors will not be responsible for the removal of graffiti if effort above and beyond normal cleaning routines is required. All graffiti should be photographed prior to removal. Photographs shall be submitted to the City designee within 8 hours of discovery. If graffiti cannot be removed during the normal course of cleaning, the City shall be notified within 8 hours of discovery via the City's CMMS.

9. Appropriate cleaner shall be used so as to not damage window tinting.
10. At all times, personnel shall wear uniforms with exposed photo I.D. tags or they shall not be permitted to enter the premises.
11. All of Contractor's employees responsible to open and close City facilities shall be capable of setting/operating fire and burglar alarm systems properly. Contractor will be responsible for costs incurred if alarm systems are not properly operated and/or staff is called out to respond.
12. Contractor shall be in accordance with OSHA Act #1910.1030 regarding worker exposures to blood-borne pathogens.
13. Removal of recyclable waste from City premises for the purpose of personal or Contractor gain shall be considered theft.
14. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the City.
15. Items found or left behind by patrons are to be turned in to the designated facility supervisor.
16. Contractor shall maintain Janitorial closets and City provided storage areas in a clean and orderly condition.
17. All personal workspaces, cubicles, and offices shall be maintained in accordance with the City of Stockton Custodial Standards unless specifically indicated by a "DO NOT CLEAN" sign placed in a conspicuous location such as a door, office chair, or desktop.
18. Contractor shall not move any loose papers, books, other seemingly work-related material from personal workspaces such as desktops, book cases, or armoires.
19. Contractor shall not be required to remove the belongings, or interact with any loiterers, or "homeless" members of the public in order to complete the provisions of this contract.
20. Contractor shall contact the City's representative to report loitering, or "homeless encampment" belongings which interfere with their assigned work.
21. Contractor shall handle universal waste in accordance with the City's universal waste program.

**Consumable Supplies:**

1. The Contractor shall supply, at the City's expense, and with a predetermined markup, the following consumable supplies:
  - a. Paper Toilet Products (tissue and seat covers)
  - b. Paper Hand Towels
  - c. Liquid Hand Soap
  - d. Restroom Air Freshener
  - e. Urinal blocks / deodorizers
2. The City of Stockton reserves the right to purchase these consumable supplies elsewhere and supply them to the contractor.

**Inspections:**

1. Weekly quality assurance inspections for every facility shall be provided to the City.
2. The City and the Contractor shall jointly conduct monthly quality of service inspections of areas maintained by the Contractor.
3. The City reserves the right to conduct additional independent inspections without the Contractor being present.
4. City of Stockton Custodial Standards (Exhibit 5) shall be used as basis for all inspections.

**Carpets and Spots:**

1. Any spot or stain on carpet smaller than 1 square foot shall be dealt with during routine weekly service.

2. Any spot or stain on carpet larger than 1 square foot shall be dealt with via a scheduled extraction. The scheduled service shall be jointly agreed upon by the facility's supervisor and the Contractor. In the event that a service date and time cannot be agreed upon the service will be determined by the Contract Administrator or their designee.
3. Any spot or stain on upholstered furniture smaller than 4 square inches (2"X2") shall be dealt with during routine weekly service.
4. Any spot or stain on upholstered furniture larger than 4 square inches (2"X2") shall be dealt with as Additional Services and shall be billed and paid as such.

### **Contract Administration:**

1. **Term of Service:** The term of the Contract shall be effective thirty (30) days from the date of contract execution by the City for a period of three (3) years. The City, at its option, may renew this contract for up to two (2), one year periods immediately following the completion of the previous contract year term. This option will be exercised only if the Contractor has demonstrated superior performance in the provision of Custodial Services to the City of Stockton.
2. **Outcome-Based Contract and Inspection Problem Resolution Process:** City will regularly inspect the Contractor's work and rate it according to the City of Stockton Custodial Standards attached as Exhibit 5. Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard." Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining City facilities in accordance with the City of Stockton Custodial Standards and the cost of maintaining those areas, to the standard, shall be included in the base bid unless otherwise called out as "Additional Services" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will inspect the sites weekly and will discuss inspections with City. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, the Contractor shall continue performing quality assurance inspections weekly. Based upon performance, and at the Contractors request, the City reserves the right to adjust the quality assurance schedule and extend the time between inspections.

The Contractor will provide electronic versions of the weekly inspections to the City within 2 days of completing the inspection. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections may result in monthly payment being withheld until inspections are turned in.

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

- A. The monthly payment for the specific site(s) will be withheld by the City until the site is back in conformance with City standards.
- B. If conformance is reached within forty-eight (48) hours of notice, the City will release one hundred percent (100%) of the payment.

If the City has to notice the Contractor a second time at the same site within twelve (12) months of the initial notice, the following penalty will occur:

- A. The City will withhold the monthly payment for the site. If the conformance is reached within forty-eight (48) hours of notice by the City, the City will release eighty percent (80%) of the payment, keeping twenty percent (20%) as a penalty.

For purposes of penalties the "site" referred to in this section shall be the facility in which the deficiency has occurred. The percentage withheld will be in relation to the site's monthly payment of this Contract.

The parties will observe the following problem resolution process:

1. Written notice of the problem.
  2. Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor.
  3. Conference between City's representative and Contractor's principal.
  4. Imposition of penalties and/or correcting defect at Contractor's cost.
  5. Termination of Contract.
3. **Work Hours:** Scheduled services shall typically occur during "cleaning hours" designated by the Facility Scope (Exhibit 2) for each listed facility. The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs and/or facility use. Any modification in the hours and days of custodial services as requested by the Contractor is subject to the approval of the City.

The City reserves the right to modify, add, or lessen hours at any time. Should the City decide to request additional service hours, the City will notify the Contractor via change order prior to service hours being added.

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

The Contractor shall develop and maintain, for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. The Contractor shall submit a copy of this safety program along with proof of training to the City within 30 days of entering into this Contract, and upon request for the duration of the Contract.

5. **Response Time:** Contract supervision shall be immediately available at all times Contractor employees are working on sites, and must be available twenty-four (24) hours a day via telephone. The Contractor must respond to a major discrepancy in the Contract within one (1) hour of initial contact. All non-urgent communications shall be returned within the same working day.
6. **Contractor's Employees:** The Contractor and its employees represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. At all times, personnel shall wear

uniforms. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco in any City park and may not smoke tobacco within twenty (20) feet of any public building.

7. **Employer Provided Uniforms:** The Contractor shall provide each of its employees with uniforms and photo ID cards. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo.
8. **Locks and Keys:** The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovering the keys or locks are lost or stolen. The Contractor shall reimburse the City for the total cost of re-keying, replacement keys and/or locks that have been lost. Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.
9. **Refuse Disposal:** Disposal of refuse must be placed inside a dumpster serviced by the City of Stockton.
10. **Recyclable Waste:** Shall be placed in marked recyclable waste containers provided and serviced by the City of Stockton.
11. **Service Requests:** In addition to service requests submitted by the Contract Administrator, the Contractor shall routinely monitor the City's computerized maintenance management system (CMMS) for work order assignments, no less than once per business day. Upon receipt of service request via CMMS, the Contractor will contact the Contract Administrator for work authorization with a proposed date, time, and cost (if applicable.)
12. **Reporting via CMMS:** The Contractor shall use the City's CMMS to report vandalism, lighting issues, accumulation of Universal Waste, or other work orders for City staff as directed.
13. **Staffing, Workmanship, and Quality Level:** The Contractor shall provide a staffing level to perform custodial services at City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality custodial services at all times. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for skills, methods, and actions of all employees, subcontractors and for all work done. All front-line janitorial staff shall have a basic level of speaking and understanding English in order to accept basic instructions during dangerous, or emergency circumstances. Contractor shall provide management and supervision that can fluently speak, read, and write English to effectively communicate with City Staff.
14. **Service Locations:** See City of Stockton Custodial Base Pricing Sheet (Exhibit 3) or Facility Scope (Exhibit 2).
15. **Equipment:** The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining the City of Stockton Custodial Standards (Exhibit 5) in City facilities. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination.
16. **Emergency Situations:** For medical or public safety emergencies occurring at City facilities, call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Public Works Supervisor of designated staff to report the issue immediately (24-hours/day).
17. **Contract Administrator:** During the performance of the contract the City will be represented by the Facilities Manager, telephone number (209) 937-5069 or their designee.
18. **Additions and Deletions to Contract:** The City of Stockton currently requires custodial services for all of the locations listed in this RFP. The City reserves the right to either add or

delete locations within City limits as conditions warrant. Cost of additional locations shall be the same base rate relative to supplied square footage.

19. **Continued Use of Facilities:** The facilities being serviced by this contract will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

**Exhibit 2 (Rev.2)**  
**Facility Scope**

**1. Animal Services Center – 1575 S. Lincoln St.**

Cleaning Hours: \* Mon - Fri between 9:00 a.m. and 11:00 a.m.

Square Footage: 850

Areas to be cleaned: Interior, Restroom (1).

Special: Wax and Buff (June & October), Strip and Wax (February).

**2. Arnold Rue Community Center, 5758 Lorraine Ave.**

Cleaning Hours: Tues - Sat between 7:00 p.m. and 6:00 a.m.

Square Footage: \*22560

Areas to be cleaned: Interior, Exterior, Restrooms (4), Kitchen (1), Fitness Area (1), Gymnasium (1)

Special: Carpet shampoo (September), Strip and Wax (September), Wax and Buff – 2 x year (January & May).

**3. Cesar Chavez Library, 605 N. El Dorado St.**

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: 77302

Areas to be cleaned: Interior, Exterior, Restrooms (8), Kitchens (2)

Day Porter: Mon - Fri 8:00 a.m. 4:00 p.m.

Special: Carpet Shampoo (July), Strip and Wax (July), Wax and Buff (November & March.)

**4. Chase Building, 400 E. Main St.**

(3<sup>rd</sup> Floor)

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: 25755

Areas to be cleaned: Interior, \*Restrooms (2)

Special: NA

(4th Floor)

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: 25730

Areas to be cleaned: Interior, Restroom (2), Kitchen (1).

Special: NA

**5. Corporation Yard, 1465 S. Lincoln St.**

Cleaning Hours: \*Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: 15931

Areas to be cleaned: Interior, Locker Rooms (1), Restrooms (5), Kitchen (3)

Special: Carpet Shampoo (February), Strip and Wax (February), Wax and Buff (June & October)

**6. Delta Water Supply Project, 11373 N. Sacramento Rd.**

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: 12242

Areas to be cleaned: Interior, Exterior, Restrooms (5), Locker Room (2), Kitchen (1)

Special: Carpet Shampoo (August), Strip and Wax (August), Wax and Buff (December & April).

**7. Linden Library, 19012 E. Main St., Linden**

Cleaning Hours: Mon - Sat between 7:00 p.m. and 6:00 a.m.

Square Footage: 2066

Areas to be cleaned: Interior, Exterior, Restrooms (2), Kitchen (1)

Special: Carpet Shampoo (May), Strip and Wax (May), Wax and Buff (September & January)

**8. Margaret Troke Library, 502 W. Benjamin Holt Dr.**

Cleaning Hours: Tues-Sat between 7:00 p.m. and 6:00 a.m.

Square Footage: 14712

Areas to be cleaned: Interior, Exterior, Restrooms (3), \*Kitchen (1).

Special: Carpet Shampoo (March), Strip and Wax (March), Wax and Buff (July & November).

**9. Maya Angelou Library, 2324 Pock Lane**

Cleaning Hours: Tues-Sat between 8:00 p.m. and 6:00 a.m.

Square Footage: \*10500

Areas to be cleaned: Interior, Exterior, Restrooms (5), \*Kitchen (1)

Special: Carpet Shampoo (April), Strip and Wax (April), Wax and Buff (August & December).

**10. Merlo Gymnasium, 1670 E. Sixth St.**

Cleaning Hours: Mon – Fri between 9:00 p.m. and 7:00 a.m.

Square Footage: \*15247

Areas to be cleaned: Interior, Exterior, Restrooms (3), Kitchen (1), Gymnasium.

Special: Strip and Wax (July), Wax and Buff (March & November)

**11. Municipal Utilities Department, 2500 Navy Dr.**

Cleaning Hours: Mon - Sun between 7:00 p.m. and 6:00 a.m.

Square Footage: 16445

Areas to be cleaned: Interior, Exterior, Locker Rooms (4), Restrooms (18), Kitchen (1).

Day Porter: Mon -Fri 7:30 a.m. - 4:00 p.m.

Special: Carpet Shampoo (April), Strip and Wax (April), Wax and Buff (August & December)

**12. Oak Park Senior Citizens Center, 740 E. Fulton St.**

Cleaning Hours: \*Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: \*10822

Areas to be cleaned: Interior, Exterior, Kitchens (1), Restrooms (4), Fitness Area (1), Gymnasium.

Special: Carpet Shampoo (August), Strip and Wax (August), Wax and Buff (December & April)

**13. Permit Center, 345 N. El Dorado Street**

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: \*13440

Areas to be cleaned: Interior, Exterior, Restrooms (2), Kitchen (1)

Special: Carpet Shampoo (December), Strip and Wax (February), Wax and Buff (June & October).

**14. Seifert Community Center, 128 W. Benjamin Holt Dr.**

Cleaning Hours: Tues, Thurs, Sun between 7:00 p.m. and 6:00 a.m.

Square Footage: \*13163

Areas to be cleaned: Interior, Exterior, Gymnasium (1), Fitness Area (1), Restrooms (2).

Special: Carpet Shampoo (October), Strip and Wax (October), Wax and Buff (February & June).

**15. Stewart Eberhart Building, 22 E. Weber Ave.**

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m. (Third Floor Only)

Square Footage: 25282

Areas to be cleaned: Interior, Restrooms (2), Kitchen (1)

Special: Carpet Shampoo (December), Strip and Wax (March), Wax and Buff (July & November)

**16. Stribley Community Center, 1760 E. Sonora St.**

Cleaning Hours: Tues - Sat between 7:00 p.m. and 6:00 a.m.

Square Footage: \*28491

Areas to be cleaned: Interior, Exterior, Restrooms (4), Fitness Area (1), \*Gymnasium (2).

Special: Carpet Shampoo (November), Strip and Wax (November), Wax and Buff (March & July).



**17. Thornton Library, 26341 Thornton Rd.**

Cleaning Hours: Tues - Sat between 7:00 p.m. and 6:00 a.m.

Square Footage: 2775

Areas to be cleaned: Interior, Exterior, Restrooms (2).

Special: Carpet Shampoo (June), Strip and Wax (June), Wax and Buff (October & February)

**18. Van Buskirk Community Center, 734 Houston Ave.**

Cleaning Hours: Tues - Sat between 7:00 p.m. and 6:00 a.m.

Square Footage: \*17294

Areas to be cleaned: Interior, Exterior, Gymnasium (1), Restrooms (4)

Special: Carpet Shampoo (November), Strip and Wax (November), Wax and Buff (March & July).

**19. Water Field Office, 7400 West Lane**

Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: \*4900

Areas to be cleaned: Interior, Exterior, Locker Room (1), Restrooms (3), Kitchen (1)

Special: Carpet Shampoo (June), Strip and Wax (June), Wax and Buff (October & February)

**\*20. Fair Oaks Library, 2370 E. Main St.**

Cleaning Hours: Mon – Fri between 7:00 p.m. – 6:00 a.m.

Square Footage: 9942

Areas to be cleaned: Interior, Exterior, Restrooms (3), Kitchen (1)

Special: Carpet Shampoo (May), Strip and Wax (September), Wax and Buff (February & June)

**\*21. City Wide Day Porter**

Cleaning Hours: Mon – Friday between 7:00 a.m. – 3:30 p.m.

Primary Locations (hours): Chase Building (2), Corporation Yard (2), Troke Library (2), Van Buskirk (2).

Maybe called out to any City location serviced by Contractor

Primary Duties: Exterior, Interior, Restrooms, Kitchen,

**Exhibit 5****City of Stockton Custodial Standards**

At the conclusion of every service the following frequencies and standards shall be met:

**Section 1: Accessibility**

All City facilities are places of public accommodation, and as such, custodial services shall be performed in a manner that does not negatively impact business operations of the various City facilities.

**Section 2: Hours of Service**

Custodial services can normally begin at the end of business day for each location. Hours vary by location. Location hours are located on the Facility Scope. City may revise or require additional hours within the scope of this contract at any time.

**Section 3: Exterior of Facilities**

All facility exteriors shall be presentable and clean at the conclusion of each service and the appearance shall be safe and inviting. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

**Daily:**

- Facility entrances (approximately 20' area around each doorway) shall be free from debris and litter.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility will be properly secured at all times during non-operational hours.
- Facility trash and recycling cans will be emptied with a clean liner left in place and tops wiped down.
- Facility parking lots and trash enclosures adjacent to the building will be free of litter and debris.
- Facility trash enclosures will be locked at all times during non-operational hours.
- Surrounding areas (approximately 10' from building wall) – such as planter boxes, grass, and walkway – will be free of litter.

**Weekly:**

- Facility entrances (approximately 20' area around each doorway) shall be washed of stains and sticky substances (ie: gum).
- Facility windows, window sills and doors shall be clean and free of dust, dead bugs, spots and smudges up to 10' above the ground.
- Facility shall be clean of all spider webs up to 10' above the ground.

**Bi-Monthly:**

- Trash enclosure interior and exterior shall be washed of stains and trash residues.

**Semi-Annually:**

- Facility windows, window sills and walls shall be free of dust, dead bugs, spots, smudges, and spider webs for the entire height of the building.

**Section 4: Interior of Facilities**

All facility interiors shall be presentable, clean, safe and inviting. All surfaces and fixtures shall be safe, relatively dry, debris free and ready for immediate public use.

**Daily:**

- Facility floors (including perimeters, reception halls, gymnasiums) shall be swept, vacuumed, spot cleaned and/or spot mopped so as to be free of debris and stains.
- Facility baseboards are to be clean and free of spots and stains.
- Facility waste baskets, recycling bins, and trash cans will be emptied, liners replaced and trash/recycling disposed of appropriately.
- Drinking fountains will be clean, sanitized, polished and free of spots, grease, smudges, etc.
- Facility counters shall be clean, free of dust and smudges on all surface areas.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility stairwells shall have handrails wiped/polished and shall be free of dust and debris.
- Facility elevators shall be wiped clean, swept, vacuumed, and mopped and shall be free of litter, dust and debris.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility tables and chairs shall be wiped clean, sanitized and disinfected.

**Weekly:**

- Facility shall be clean of all spider webs up to 10' above the ground.
- Facility tile/grout and carpets shall be clean and free of spots and stains.
- Facility furnishings shall be clean, free of dust and smudges on all surface areas. ie: desks, counters, cabinets, artificial plants, bookcases, window sills, tops of doors, etc.
- Facility blinds/windows coverings shall be free of dust and stains.
- Facility appliances shall be wiped clean, sanitized, polished and be free of spots, grease and smudges.
- Facility appliances shall be wiped clean, and sanitized internally.
- Facility walls, doors, chair rails and fan/air vents shall be wiped clean and free of stains and dust.
- Facility windows and window sills up to 10' shall be clean and free of dust, dead bugs, spots and smudges, etc.
- Facility upholstered furniture shall be clean and free of spots and stains.
- Facility reception hall and gymnasium floors shall be mopped in their entirety.

**Semi-Annual:**

- Facility carpets shall be steam cleaned or wet extracted following manufacturer's recommendations for proper cleaning procedures.
- Facility tile or laminate floor surfaces shall be waxed and buffed.

**Annually:**

- Facility windows, window sills and walls shall be free of dust, dead bugs, spots, smudges, and spider webs for the entire height of the building.
- Facility tile or laminate floor surfaces shall have the wax stripped and cleaned prior to new application of wax.

**Section 5: Fitness and Gymnasium Areas**

All fitness and gym areas shall be presentable and inviting. All surfaces and fixtures shall be safe, clean and ready for immediate public use.

*Items in addition to "Interior of Facilities"*

**Daily:**

- Facility fitness equipment shall be wiped clean and sanitized.
- Facility disinfectant dispensers and paper towels shall be stocked and replenished.
- Facility mirrors shall be free of dust and smudges.

**Weekly:**

- Fitness equipment to be raised/moved once a week by City staff. Custodial staff shall vacuum under the equipment so that floorings are clean and free of all debris.
- Bleachers will be free of dirt, dust, debris, litter, and gum.

**Monthly:**

- When in use, area under bleachers will be free of dust, debris, and litter.
- Basketball backboards will be free of dust and smudges up to 10' from the floor.

**Annually:**

- All fixtures attached to ceiling of gymnasium will be free of dust, debris, cobwebs, and dead bugs.

**Section 6: Kitchen**

Kitchens shall be presentable and free of foul odors. All surfaces and fixtures shall be safe and relatively dry, debris free, and ready for immediate food preparation.

*Facility will comply with State and Local Health Department standards.*

**Daily:**

- Facility floors, including all perimeters, shall be swept, mopped, and be free of spots, dust, stains and grease.
- Facility tile/grout and back splash walls shall be clean and free of spots, stains and grease.
- Facility waste basket/recycle containers will be emptied and liners replaced. Waste shall be disposed of properly.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility appliance exteriors shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility food preparation areas, including sinks, shall be clean, sanitized, and free of spots, stains and smudges.
- Facility disinfectant dispensers and paper towels shall be stocked and replenished.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).

**Weekly:**

- Facility shall be dust free on all surface areas (ie: top shelves of counters, window sills, tops of doors, etc.)
- Facility floors, walls, and backsplashes behind/beneath refrigerators, stoves, water-coolers, and other appliances shall free of debris, dusts, and grease.
- All facility floor drains shall be flushed with clean water.
- Facility appliances shall be wiped clean, sanitized, and free of spots, grease and smudges, including refrigerators.

**Section 7: Locker/Changing Rooms**

Locker Room shall be presentable, clean, free of foul odors, and fully stocked. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

*Items in addition to "Interior of Facilities"*

*Facility will comply with State and Local Health Department standards.*

**Daily:**

- Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
- Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be stocked and replenished.
- Facility floors shall be swept and mopped with germicidal solution.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- All tiles and shower walls shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
- Facility mirrors, sinks, fixtures, partitions and walls shall be clean, disinfected and free of soap scum.
- All facility sinks, toilets, urinals, shower curtains and diaper changing tables shall be clean, disinfected, sanitized, with any prescribed aromatic devices functioning properly. Do not leave any un-dissolved cleaning agents behind.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).
- All facility lockers and benches shall be dust free and clean.

**Weekly:**

- All facility benches, walls, doors and frames shall be cleaned and disinfected.
- All exterior locker surfaces shall be disinfected.
- All facility floor drains shall be flushed with clean water.

**Quarterly:**

- Clean interior surfaces of all lockers.

**Section 8: Facility Restrooms and Showers**

Restrooms and showers shall be presentable, clean, free of foul odors, and consumables fully stocked. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

*Items in addition to "Interior of Facilities and Exterior of Facilities"*

**Daily:**

- Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
- Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be stocked and replenished.
- Facility floors shall be swept and mopped with germicidal solution.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- All tiles shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
- Facility mirrors, sinks, fixtures, partitions and walls shall be clean, disinfected and free of soap scum.

- All facility sinks, toilets, urinals and diaper changing tables shall be clean, disinfected and sanitized. Do not leave any un-dissolved cleaning agents behind.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).

**Weekly:**

- All Facility walls, doors and frames shall be cleaned and disinfected.
- All Facility floor drains shall be flushed with clean water.

## Exhibit 3 (Rev.2)

## City of Stockton Custodial Services Base Pricing

No.	Facility Name	Facility Address	SQFT	Annual Cost
1.	Animal Services Center	1575 S. Lincoln St.	850	\$ 2,856.00
2.	Arnold Rue Community Center	5758 Lorraine Ave.	*22560	\$24,660.00
3.	Cesar Chavez Library	605 N. El Dorado St.	77302	\$85,140.00
4.	Chase Building (3 <sup>rd</sup> Floor)	400 E. Main St.	25755	\$24,960.00
	Chase Building (4 <sup>th</sup> Floor)	400 E. Main St.	25730	\$24,960.00
5.	Corporation Yard	1465 S. Lincoln St.	15931	\$14,148.00
6.	Delta Water Supply Project	11373 N. Lower Sacramento Rd.	12242	\$12,900.00
7.	Linden Library	19012 E. Main St., Linden	2066	\$ 3,528.00
8.	Margaret Troke Library	502 W. Benjamin Holt Dr.	14712	\$13,800.00
9.	Maya Angelou Library	2324 Pock Lane	*10500	\$11,628.00
10.	Merlo Gymnasium	1670 E. Sixth St	*15247	\$14,976.00
11.	Municipal Utility Dept - Administration	2500 Navy Dr.	16445	\$49,752.00
12.	Oak Park Senior Citizens Center	730 E. Fulton Ave.	*10822	\$ 9,660.00
13.	Permit Center	345 N. El Dorado St.	*13440	\$10,668.00
14.	Seifert Community Center	128 W. Benjamin Holt Dr.	*13163	\$ 9,156.00
15.	Stewart Eberhart Building (3 <sup>rd</sup> Floor)	22 E. Weber Ave.	25282	\$23,760.00
16.	Stribley Community Center	1760 E. Sonora St.	*28491	\$31,980.00
17.	Thornton Library	26341 Thornton Rd., Thornton	2775	\$ 5,376.00
18.	Van Buskirk Community Center	734 Houston Ave.	*17294	\$19,740.00
19.	Water Field Office	7400 West Lane.	*4900	\$ 4,392.00
*20	Fair Oaks Library	2370 E. Main St.	9942	\$10,308.00
*21	City Wide Day Porter Service	Various	Various	\$36,156.00
	* Denote specifications which have changed from original OM-16-057 Exhibits			

## Additional Services Price Sheet

Task	Rate	Unit
Custodial Hourly Rate	\$19.09	Per Hour
Day Porter Hourly Rate	\$22.00	Per Hour
Window Cleaning	\$0.05 (#1)	Per Square Foot
Upholstery Cleaning	\$6.00 (#2)	Per Chair
Carpet Cleaning		
-Top Clean of Carpet	\$0.08	Per Square Foot
-Deep Extraction	\$0.16	Per Square Foot
Pressure Washing	\$0.10	Per Square Foot
VCT/Tile Cleaning		
-Scrub and Recoat	\$0.22	Per Square Foot
-Strip and Recoat	\$0.45	Per Square Foot
High Work (above 10' from ground)		
- Window Cleaning	\$0.08	Per Square Foot
- Dust and web removal	\$0.08	Per Square Foot
- Pressure washing	\$0.15	Per Square Foot
Other Services:		
Emergency Clean-Up	\$45.00	Per Hour
(This service includes anything above and beyond the scope of the day-porter or takes an additional person. Minimum 2 hours.)		

#1- Window Cleaning includes Interior and Exterior of Windows

#2- Chair Cleaning Includes Basic Cleaning For Back and Seat of Chair

- Minimum \$45.00 Per Project
- Lift Equipment Rental Price is Not Included (we will not upcharge the rental fee)





**Exhibit 4 (Continued)**

EXHIBIT B

Branch Offices Proudly Serving:

San Joaquin County: 209-954-1500 San Diego: 760-738-4549 Ventura/Oxnard: 805-823-8296

CASE	Type	PRODUCTS	PACKAGES IN CASE	UNITS PER PACKAGE	TOTAL IN PACKAGE	COST PER PACKAGE (WITH TAX)	City of Stockton Pricing	City of Stockton Pricing WITH TAX
<b>PAPER PRODUCTS</b>								
1	Roll Towel	TOWEL ROLL UNIV WHITE ACHIEVA ULTRA CS						
1	Multifold Towel	RENOWN TOWEL MF 1 PLY WHITE RECYC ACHIEVA PR 16/250 340651 (REN06002-AL)	18	250 Towels Per Unit	4,500 Towels	\$1.70	\$22.00	\$23.50
1	Toilet Paper	RENOWN TOWEL ROLL UNIV WHITE REN06203-AL RENOWN 6/800 (REN06203-AL)	6	800 Feet Per Unit	4,800 Feet	\$3.93	\$32.65	\$35.50
1	Paper Towels	OPTIMA TOWEL SINGLE FOLD 1 PLY WHT 80740 OPT 16/250/CS	18	250 Towels Per Unit	4,500 Towels	\$2.02	\$29.72	\$32.40
1	Multifold Towel	SCOTT TOWEL MF 1 PLY WHITE SURPASS 01804-50 KCC 16/250	18	250 Towels Per Unit	4,500 Towels	\$2.02	\$29.62	\$32.20
1	Pull Towel	OPTIMA CTR PULL TOWELS 6/400/INT	6	400 Sheets Per Unit	2,400 Sheets	\$5.40	\$29.72	\$32.40
1	Kitchen Roll	OPTIMA TOWEL ROLL KITCHEN 2 PLY 80725 OPT 30/85/CS	30	85 Sheets Per Unit	2,550 Sheets	\$0.95	\$28.28	\$28.54
1	Toilet Paper	SUNNYCARE TISSUE /PT 2PL SML CORE 5676 WHT SUNNY 36/800-CS	38	800 Sheets Per Unit	28,800 Sheets	\$0.95	\$31.35	\$34.17
1	Toilet Paper	OPTIMA TISSUE/TP 2PL WHT 80440 OPT 96RL/300/CS (REG TP)	96	500 Sheets Per Unit	48,000 Sheets	\$0.91	\$44.58	\$48.00
1	Toilet Paper	ROLLMASTR TISSUE/TP 2 PLY WHT 18027 GP 48/720/CS	48	770 Sheets Per Unit	36,960 Sheets	\$1.05	\$46.38	\$50.56
1	Roll Towel	ENAMOTION TOWEL ROLL ENAMOTION WHITE 89460 GP RESTRICT 6/800'	6	800 Feet Per Unit	4,800 Feet	\$10.93	\$60.19	\$65.91
1	Bath Tissue Roll	TRADITION KCC02129 JUMBO TP 12/1000/CS WHITE	12	1000 Feet Per Unit	12,000 Feet	\$5.15	\$56.71	\$61.61
1	Tissue	TISSUE/FAC 3PL WHT ACHIEVA FLAT 30/100/CS	30	100 Sheets Per Unit	3,000 Sheets	\$0.74	\$20.43	\$22.27
1	Facial Tissue	OPTIMA 200 TISSUE/FAC 2 PLY WHITE 80200 OPT 30/100	30	100 Sheets Per Unit	3,000 Sheets	\$0.80	\$21.99	\$23.97
1	Roll Towel	OPTIMA 781 TOWEL ROLL UNIVERSALNATURAL 68L/800'	6	800 Feet Per Unit	4,800 Feet	\$5.20	\$28.60	\$31.17
1	Multifold Towel	SCOTT TOWEL MF SCOTT RECYC 01807 KCC 16/250/CS	18	250 Towels Per Unit	4,500 Towels	\$1.75	\$25.62	\$27.90
1	Toilet Paper	SCOTT STANDARD ROLL TISSUE/TP 2PL WHT RECYC 13217KCC 80/506/CS	80	506 Sheets Per Unit	40,480 Sheets	\$0.99	\$50.77	\$55.33
1	Hand Towel Roll	TORK ADVANCED HAND TOWEL WHITE	6	700 Feet Per Unit	4,200 Feet	\$6.21	\$45.18	\$49.24
<b>MISCELLANEOUS</b>								
1	Women's Hygiene	TAMPON SANI NATURELLE RMC CARDBOARD 500/CS	500	1 Unit	500 Units	\$0.14	\$63.97	\$66.72
1	Women's Hygiene	NATURELLE #4 MAXI PAD NAPKIN SANI #4 NATURELLE RMC MAXI FOLD 250/CS	250	1 Per Unit	N/A	\$0.28	\$64.88	\$70.72
1	Toilet Seat Cover	RENOWN HALF-FOLD SEATCOVER 1/2 FOLD C.S. 20/250/CS 100% recycled	20	250 Sheets Per Unit	5,000 Sheets	\$1.57	\$28.88	\$31.47
1	Room Spray	DEODERANT METERED AEROSOL SUNBURST 12/7oz	12	7 OZ. Per Can	84 OZ. of Spray	\$4.77	\$52.54	\$57.26
1	Room Spray	DEODERANT METERED AEROSOL FRESH LINEN 12/7OZ	12	7 OZ. Per Can	84 OZ. of Spray	\$3.48	\$38.06	\$41.40
1	Room Spray	DEODERANT METERED AEROSOL ROOM SPRAY MANGO 12/7oz	12	7 OZ. Per Can	84 OZ. of Spray	\$3.48	\$38.13	\$41.56
1	Room Spray	SCOTT CONTINUOUS AIR FRESHNER REFILL CITRUS 60 DAY LIFE SPAN	6	1.6 OZ Per Refill	9.6 OZ of Spray	\$11.48	\$63.18	\$68.87
1	Room Spray	DEODERANT METERED AEROSOL CINNAMON TWIST 12/7 OZ	12	7 OZ. Per Can	84 OZ. of Spray	\$3.48	\$38.06	\$41.40
1	Room Spray	DEODERANT METERED AEROSOL LEMON 12/7 OZ.	12	7 OZ. Per Can	84 OZ. of Spray	\$3.48	\$38.02	\$41.44
1	Batteries	C Batteries	1				\$1.31	\$1.43
1	Batteries	Duracell D Battery	1				\$1.31	\$1.43
<b>SOAP/SANITIZERS</b>								
1	Hand Sanitizer	PURELL DISPENSER FOAM REFILL	2	1,200 ML Per	2,400 ML	\$36.18	\$71.83	\$78.29
1	Hand Soap	SOAP LOTION HAND GREEN CERTIFIED 4/GL	4	1 Gallon Per	4 Gallons	\$10.08	\$37.00	\$40.33
1	Hand Soap	RENOWN EFA FOAM HAND SOAP, 1,200 ML, POMEGRY	2	1,200 ML Per	2,400 ML	\$24.40	\$44.77	\$48.80
1	Hand Soap	RENOWN EFA FOAM HAND SOAP, 1,200 ML, PURPLE	2	1,200 ML Per	2,400 ML	\$27.71	\$50.84	\$55.42
1	Hand Soap	C.S. 325 PINK SATIN HAND SOAP, 1 GALLON	4	1 Gallon Per	4 Gallons	\$5.07	\$18.61	\$20.29
1	Hand Soap	C.S. SOAP HAND WHITE COCONUT, 1 GALLON	4	1 Gallon Per	4 Gallons	\$7.49	\$27.50	\$29.98
1	Hand Sanitizer	PURELL SANITIZER HAND ALOE TFX 1,200 ML	4	1,200 ML Per	4,800 ML	\$18.30	\$67.14	\$73.19
1	Hand Sanitizer	CLARIO FOAMING SKIN CLEANSER, ANTIBACTERIAL,	6	1,000 ML Per	6,000 ML	\$8.40	\$46.22	\$50.38
1	Hand Soap	SOAP FOAM GREEN EARTH 78129 BET CLARIO 6/1000M	6	1,000 ML Per	6,000 ML	\$8.54	\$46.99	\$51.22
1	Hand Soap	RENOWN BAG-IN-BOX PINK LOTION HAND SOAP, REFILL	12	800 ML Per	9,600 ML	\$2.78	\$30.36	\$33.09
1	Hand Soap	C.S. LUXURY FOAM SOAP, CX, BROWN TIP	2	1,500 ML Per	3,000 ML	\$27.12	\$49.75	\$54.21
1	Hand Soap	EXCELOX ANTIBACTERIAL FOAM HAND SOAP, ORANGE	2	1,200 ML Per	2,400 ML	\$28.43	\$52.16	\$56.86
<b>URINAL PRODUCTS</b>								
1	Urinal Mat	DISPOSABLE URINAL MAT, GRAY, ORCHARD ZING ZEST	6	N/A	6 Mats	\$5.47	\$30.10	\$32.80
1	Sanitary Liner	LINER FOR SANITARY NAPKIN RECEPTACLE	500	1 Case	500 Liners	\$0.03	\$15.46	\$16.95
1	Urinal Screen	ECOFRESH WAVE URINAL SCREEN, SPICED APPLE SCENT	10	1 Case	10 Screens	\$2.58	\$23.44	\$25.58
<b>LINERS</b>								
1	Trash Liner	C.S. HIGH DENSITY TRASH CAN LINER, NATURAL	20	50 Per Unit	1000 Liners	\$1.33	\$24.33	\$26.32
1	Trash Liner	C.S. CAN LINER TRASH BAG LOW DENSITY, BLACK/BROWN 20X21 7 GALLON	1000	1 Case	1000 Liners	\$0.03	\$23.49	\$25.00
1	Trash Liner	C.S. CAN LINER TRASH BAG LOW DENSITY, BLACK, 40x46 40-45 GALLON	125	1 Case	125 Liners	\$0.20	\$22.81	\$24.17
1	Trash Liner	C.S. CAN LINER TRASH BAG LOW DENSITY, BLACK, 24x32, 12-16 GALLON	500	1 Case	500 Liners	\$0.04	\$18.35	\$19.30
1	Trash Liner	C.S. LINER HIGH DENSITY NATURAL 36x17 20/25/CS	20	25 Per Unit	500 Liners	\$1.79	\$32.86	\$35.81
1	Trash Liner	C.S. LINER HIGH DENSITY NATURAL 40x48 10/25/CS	10	25 Per Unit	250 Liners	\$2.66	\$24.41	\$26.61
1	Trash Liner	40X46 2.0 MILL BROWN LD LINERS 100/CS	100	1 Case	100 Liners	\$0.30	\$30.39	\$33.12
1	Trash Liner	Waxed Sanitary Napkin Liner 7X3.5X10" 500/CS	500	1 Case	500 Liners	\$0.03	\$15.46	\$16.86

*We earn your business everyday!*

Updated on 09/26/2018

Subcontractor List

EXHIBIT B

If subcontractors will not be used, proposer must write "NONE".

Company Name \_\_\_\_\_  
Principal \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone \_\_\_\_\_  
Job Capacity \_\_\_\_\_  
Percentage of total work \_\_\_\_\_  
Licenses and numbers \_\_\_\_\_  
DIR Contractor Registration Number & Expiration Date \_\_\_\_\_

NONE

Company Name \_\_\_\_\_  
Principal \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone \_\_\_\_\_  
Job Capacity \_\_\_\_\_  
Percentage of total work \_\_\_\_\_  
Licenses and numbers \_\_\_\_\_  
DIR Contractor Registration Number & Expiration Date \_\_\_\_\_

NONE

Company Name \_\_\_\_\_  
Principal \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone \_\_\_\_\_  
Job Capacity \_\_\_\_\_  
Percentage of total work \_\_\_\_\_  
Licenses and numbers \_\_\_\_\_  
DIR Contractor Registration Number & Expiration Date \_\_\_\_\_

NONE

Company Name \_\_\_\_\_  
Principal \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone \_\_\_\_\_  
Job Capacity \_\_\_\_\_  
Percentage of total work \_\_\_\_\_  
Licenses and numbers \_\_\_\_\_  
DIR Contractor Registration Number & Expiration Date \_\_\_\_\_

NONE

**Exhibit C:**  
**Insurance Requirements for Most Contracts**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***  
The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as **primary** insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

- **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- **Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- **Special Risks or Circumstances**

The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- **Certificate holder address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- **Subcontractors**

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

**DEPARTMENT OF INDUSTRIAL RELATIONS  
LABOR COMPLIANCE  
SELF-CERTIFICATION**

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: BLAIN BIBB

BY: 

TITLE: CEO

DATE: 08/25/2016

### TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: BLAIN BIBB

  
\_\_\_\_\_

CEO

TITLE

DATE: 08/25/2016

**NON-COLLUSION DECLARATION**  
 (Title 23 United States Code Section 112 and Public  
 Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

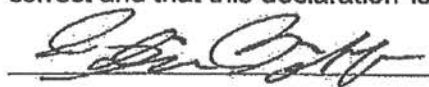
The undersigned declares:

I am the CEO, of SANITEK, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/25/2016 at Stockton(city), CA (state).

  
\_\_\_\_\_

(Signature)



**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

**D. Affordable Care Act (ACA) Anti-Retaliation**

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
  - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
  - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
  - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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EXHIBIT E

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
    - a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
    - b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
    - c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.



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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

**V. INVESTIGATION PROCEDURES**

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

**VI. RESPONDING TO THE COMPLAINT**

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
  - E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
  - F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

#### **VII. DISCIPLINE**

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

#### **VIII. ALTERNATIVE REMEDIES**

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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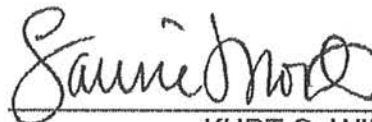
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



**KURT O. WILSON  
CITY MANAGER**

**ANNOTATED AGENDA  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC  
FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT  
MEETING OF JANUARY 24, 2017**

**12. CONSENT AGENDA**

Approve the Consent Agenda with a single vote, save items 12.4, 12.9 12.14, and 12.16 which were considered separately.

**Moved by:** Daniel Wright, seconded by Jesús Andrade.

**Vote:** Motion carried 7-0

**Yes:** Jesús Andrade, Christina Fugazi, Elbert Holman, Susan Lenz, Susan Lofthus, Michael Tubbs, and Daniel Wright.

**12.5 16-3227 APPROVE A MOTION TO AWARD A SERVICE CONTRACT TO  
JANITEK CLEANING SOLUTIONS FOR CITY OF STOCKTON CUSTODIAL  
SERVICES**

**RECOMMENDATION**

It is recommended that the City Council approve a motion authorizing the City Manager to award a Service Contract to JaniTek Cleaning Solutions (JaniTek) of Stockton, CA, in an amount not to exceed \$498,000 annually for City of Stockton Custodial Services, Project No. OM-16-057.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract with JaniTek Cleaning Solutions

**MEMORANDUM**

February 23, 2017

TO: Kurt O. Wilson, City Manager

FROM: Gordon A. MacKay, Director  
Public Works Department

SUBJECT: **CONTRACT FOR CITY OF STOCKTON CUSTODIAL SERVICES,  
PROJECT NO. OM-16-057**

On January 24, 2017, the above item was approved by City Council by Motion No. 2017-01-24-1205. The contents of this item remain the same, of which, no changes have been made since its adoption by City Council. With the action taken by the City Council, the City Manager is authorized to execute the attached document.



GORDON A. MACKAY, DIRECTOR  
PUBLIC WORKS DEPARTMENT

APPROVED BY:

DATE: 3/6/2017



KURT O. WILSON  
CITY MANAGER





# City of Stockton

## Legislation Text

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**File #: 16-3227, Version: 1**

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### **APPROVE A MOTION TO AWARD A SERVICE CONTRACT TO JANITEK CLEANING SOLUTIONS FOR CITY OF STOCKTON CUSTODIAL SERVICES**

#### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to award a Service Contract to JaniTek Cleaning Solutions (JaniTek) of Stockton, CA, in an amount not to exceed \$498,000 annually for City of Stockton Custodial Services, Project No. OM-16-057.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

#### Summary

The City contracts for routine and special custodial services for 20 City facilities. The existing contract for these services with ABM Janitorial Services, Inc. expires on April 30, 2017, with no allowance for further extension. On July 26, 2016, the City advertised a Request for Proposals (RFP) for custodial services. Seven proposals were received. The Selection Committee evaluated the proposals and found JaniTek of Stockton, CA, to be the most qualified firm. JaniTek submitted the highest rated proposal with the second lowest price, thereby providing the optimal combination of quality and pricing.

It is recommended that Council approve a motion authorizing the City Manager to execute a Service Contract with JaniTek in an amount not to exceed \$498,000 annually for three years with the option for two additional one-year extensions (Attachment A). Approval of this contract will provide continuous custodial services at the 20 affected City facilities. Contracted services will begin on May 1, 2017. The contract will be funded from various department accounts.

#### DISCUSSION

##### Background

Public Works is responsible for custodial services at City facilities. City staff provide these services at City Hall and Police facilities. The City does not have the staff resources to provide custodial services at all City facilities.

The City contracts for custodial services at the following 20 facilities that are not serviced by City staff:

Animal Shelter	Arnold Rue Community Center
Cesar Chavez Library	City occupied floors of the Chase Building
Corporation Yard	Delta Water Supply
Fair Oaks Library	Linden Library
Margaret Troke Library	Maya Angelou Library
Merlo Gym	Municipal Utilities Department
Oak Park Senior Center	Permit Center
Seifert Community Center	Stewart Eberhardt Building
Stribley Community Center	Thornton Library
Van Buskirk Community Center	Water Field Office

Custodial services for park bathrooms are not included, as they are covered in a separate contract with Odyssey Landscape for park maintenance.

On February 28, 2012, by Motion No. 2012-02-28-1213, Council approved a custodial contract with ABM Janitorial Services, Inc. for Project No. PUR11-079. The contract provided for a three-year term with the option of two one-year extensions. The final extension of ABM Janitorial Services, Inc.'s contract expires on April 30, 2017.

Present Situation

On July 26, 2016, the City advertised a RFP for custodial services, with a mandatory bid orientation meeting on August 11, 2016. On August 25, 2016, seven proposals were received from the following vendors:

NAME	RANKING ORDER	PROPOSED BASE FEE
JaniTek Cleaning Solutions, Inc. (Stockton)	1	\$391,980
Imperial Maintenance Services, Inc. (Stockton)	2	\$456,662
Lincoln Training Center (Stockton)	3	\$566,876
Elite Maintenance Management Systems, Inc. (Sacramento)	4	\$538,692
Consolidated Facility Services, LLC (Sacramento)	5	\$507,068
Crossroads Facility Services, Inc. (Sacramento)	6	\$798,000
ABM Janitorial Services, Inc. (Stockton)	7	\$364,096

A Selection Committee comprised of Public Works and Community Services staff evaluated and ranked all proposals based on each company's experience, staff qualifications, quality control, communication, referrals, and cost proposal. The Selection Committee's evaluation process included interviews with the first and second ranked companies, JaniTek and Imperial Maintenance Services, Inc., respectively. JaniTek received the highest ranking, based on the noted criteria, and was determined to be the most qualified company for this project. JaniTek's original proposed annual base fee was the second lowest and was over \$125,000 less than the average of the seven proposals. The only proposal with a lower proposed base fee had a much lower ranking and did not warrant further consideration.

Staff negotiated a fee with JaniTek in the amount of \$498,000 for both custodial services (base plus additional locations/services, such as Fair Oaks Library, that were not included in the original bid request), and for the supply of custodial materials at each of the facilities. The RFP allowed an option for the contractor to propose supply of materials, but it was not included as part of the original base cost proposal received from the seven companies. JaniTek's price to supply materials compares favorably to the City's current expenditures to purchase materials.

Staff recommends Council award a Service Contract to JaniTek of Stockton, CA, in an amount not to exceed \$498,000 annually for three years with the option for two additional one-year extensions (Attachment A) for City of Stockton Custodial Services, Project No. OM-16-057.

FINANCIAL SUMMARY

The Service Contract is proposed to be funded from various department accounts. The Service Contract will be encumbered on a fiscal year (FY) basis; therefore, the first part of the contract will only cover two months of services in the FY16/17. The funding for these services has been allocated in the various operating budgets listed below for the FY16/17. The funding for all future FY will be allocated during the annual budget process.

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	ANNUAL NOT TO EXCEED AMOUNT	PRO-RATED FY16/17 AMOUNT
Public Works Facilities Maintenance Account, Janitorial Maintenance & Repair	General Fund	010-3095-540	\$345,264	\$55,409.33

Public Works Facilities Maintenance Account, Janitorial Materials & Supplies	General Fund	010-3095-540	\$45,215	\$ 7,532.50
MUD Account, Other Services	Utility Customer Service Fund	498-4311- 572.20.66		\$ 8,292.00
MUD Account, Materials & Supplies	Utility Customer Service Fund	498-4311- 572.30.50		\$1,270.50
MUD Account, Other Services	Utility Customer Service Fund	431-4311- 572.20.66	\$49,752	
MUD Account, Materials & Supplies	Municipal Wastewater Utility Fund	431-4311-574	\$7,623	
MUD Account, Delta Water Supply, Other Services	Stockton Water District Fund	421-4234- 571.20.66	\$12,900	\$ 2,150.00
MUD Account, Delta Water Supply, Materials & Supplies	Stockton Water District Fund	421-4234- 571.30.50	\$2,030	\$ 338.33
MUD Account, Water Field Office, Other Services	Stockton Water District Fund	421-4231- 571.20.66 M00001	\$4,392	\$ 732.00
MUD Account, Water Field Office, Materials & Supplies	Stockton Water District Fund	421-4231- 571.30.50M00001	\$1,691	\$ 281.83

Police Department Account, Animal Shelter, Maintenance & Repairs	General Fund	010-2466-530CBM004	\$2,856	\$ 476.00
Police Department Account, Animal Shelter, Materials & Supplies	General Fund	010-2466-530 CBM004	\$3,277	\$ 546.17
Community Development Account, Permit Center, Maintenance & Repairs	Development Services Fund	048-1810-510	\$10,688	\$ 1,781.33
Community Development Account, Permit Center, Materials Supplies	Development Services Fund	048-1830-530.	\$2,124	\$ 354.00
Community Services Account, Linden Library, Maintenance & Repairs	City & County Library Fund	041-3547-580.	\$4,116	\$ 686.00
Community Services Account, Thornton Library, Maintenance & Repairs	City & County Library Fund	041-3548-580	\$6,092	\$ 1,015.33

Community Services Account, Fair Oaks Library, Maintenance & Repairs	City & County Library Fund	041-7047-680	\$12,808	\$ 2,134.68
Total			\$498,000	\$83,000.00

There is sufficient funding to award a Service Contract in the amount of \$498,000 annually to JaniTek. The FY16/17 allocation will be \$83,000, which is pro-rated for two months. All future year allocations will be in the full amount for the term of the contract until the final year, which will be prorated to reflect ten months.

Attachment A - Service Contract with Janitek Cleaning Solutions, Inc.

RECEIVED

City Manager's Office  
Date Received FEB 27 2017

# CONTRACT ROUTING FORM

RECEIVED  
MAR - 7 2017  
City Clerk  
Date Received  
CITY CLERK  
CITY OF STOCKTON

Contract Number 2017-01-24-1205 P  
(For Clerk's Use)

**CONTRACT TYPE (select one)**

- Original
- Amendment/Renewal/Change Order
- Grant
- Subdivision Agreement
- Other \_\_\_\_\_

**CONTRACT INFORMATION** Contract Amount: \$ 498,000.00

Contract Title: City of Stockton Custodial Services, Project No. OM-16-057  
 Vendor/Other Party: JaniTek Cleaning Solutions, Inc.  
 Contract Start Date: May 1, 2017 Contract End Date: June 30, 2020 Contract Term: 3 years

**COUNCIL APPROVAL REQUIRED?**  Yes  No (provide account # if no) \_\_\_\_\_

Council approval required for contracts over \$ 75,000.00 for FISCAL YEAR: 2016-17  
 Motion/Resolution/Ordinance No: 2017-01-24-1205 Must be Attached

**REQUIRED DOCUMENTS** (The following documents shall be submitted with the signed contract when required):

- Business License Required?  Yes  No Business License No. 17-00119431
- Bonds Required?  Yes  No
- Insurance Required?  Yes  No
- Notary Required?  Yes  No Recordation Required?  Yes  No

**Routing Order**

<b>2</b>	<b>DEPARTMENT:</b> <u>Public Works</u>
DEPARTMENT HEAD APPROVAL <u>[Signature]</u> date: <u>2/23/17</u>	
Project Mgr: <u>Paul Acosta</u> ext: <u>5069</u> Staff: <u>Barbie Hedrick</u> ext: <u>8317</u>	
Forwarded to: <u>Risk Services</u> on: _____ by: _____	
<b>1</b>	<b>VENDOR/OTHER PARTY</b>
Signed ( <u>2</u> ) originals on: <u>12/12/16</u>	
Forwarded to: <u>Public Works</u> on: <u>12/14/16</u> by: <u>Blain Bibb, CEO</u>	
<b>3</b>	<b>RISK SERVICES</b>
Insurance approved on: <u>02-24-17</u> by: <u>RCC</u> Bonds approved on: _____ by: _____	
Forwarded to: <u>City Attorney</u> on: <u>02-24-17</u> by: <u>Hand Carry</u> RM #: <u>17163</u>	
<b>4</b>	<b>CITY ATTORNEY</b>
Approved as to Form and Content on: <u>2-24-17</u> by: <u>[Signature]</u>	
Forwarded to: <u>City Manager</u> on: <u>2/24/17</u> by: <u>A. Gilliland</u>	
<b>5</b>	<b>CITY MANAGER</b>
Signed by City Manager on: <u>[Signature]</u> Forwarded to: <u>City Clerk</u> on: <u>3/07/17</u> by: <u>[Signature]</u>	
<b>6</b>	<b>CITY CLERK</b>
City Clerk attested on: <u>3-9-17</u> Returned ( <u>1</u> ) original(s) to dept. on: <u>3-9-17</u> by <u>[Signature]</u>	
Retained ( <u>1</u> ) original(s) for City's file. Hard Copy on file? Yes <input checked="" type="radio"/> No <input type="radio"/> OB # _____	
<b>7</b>	<b>ORIGINATING DEPARTMENT:</b> <u>Public Works/O&amp;M</u>
Requisition No. _____ Original sent to vendor on: _____ by: _____	
<b>Copy of contract to be retained by department. Original on file in the Clerk's office.</b>	
Copy of contract sent to Purchasing on: _____ by: _____	
<b>8</b>	<b>PURCHASING:</b> Purchase Order No. _____ PUR No. _____

2017 FEB 24 9:37 AM  
HUMAN RESOURCES DEPT.

2017-01-24-1205P