



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057

Page 1

July 25, 2016

City of Stockton Custodial Services

REQUEST FOR PROPOSAL

The City of Stockton is soliciting proposals for Custodial Services from established, capable firms to provide custodial services at various City facilities as outlined in this Request for Proposal.

PROPOSAL DUE DATE

There will be a mandatory pre-proposal conference/job walk on August 11th, 2016 from 9:00am to 2:00pm at the Civic Memorial Auditorium, Stockton, CA 95202.

Site visits will include Cesar Chavez Library, Steward Eberhart Building, and Stribley Community Center. Tardiness will be grounds for disqualification.

Proposals are to be submitted no later than 3:00pm August 25th, 2016.

Your submittal package shall include the following: One (1) original and four (4) printed copies of your proposal; and one (1) electronic copy of your proposal in PDF format on CD, flash drive, or other electronic media.

All submittals shall be submitted in an envelope or container and clearly marked with the RFP title and project number on the outside of the parcel. The suggested fee for the service shall be submitted in a sealed envelope.

Proposals shall be submitted ONLY to:

City of Stockton Public Works
22 E. Weber Ave, Room 301
Stockton, CA 95202
Attn: Paul Acosta

Faxed and/or emailed proposals will not be accepted.

Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions.

DESCRIPTION OF WORK

The City of Stockton is seeking proposals from qualified individuals, firms, contractors, consultants or entities to provide for custodial services and administration of the duties and responsibilities set forth in this Request for Proposal (RFP). Service areas include City administrative buildings, public recreation facilities, and public libraries.

MATERIALS

Materials shall be selected, procured, and provided by the Contractor as described in this RFP. Contractor shall supply copies of all invoices for materials upon request by the City. All materials



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057

Page 2

July 25, 2016

City of Stockton Custodial Services

furnished shall be new and free of defects in material and workmanship at the time of delivery or use. Damaged materials will be replaced at the expense and effort of the Contractor. The City will not be held responsible for damaged materials furnished by the Contractor prior to or during use.

INSURANCE REQUIREMENTS

Contractor shall provide insurance in the form and amounts shown on the "Instructions to Vendors" which is Attachment A.

LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 applies to this project.

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal.

Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent preference.

Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent preference.

LOCAL EMPLOYMENT ORDINANCE

This project is subject to the requirements of the City's Local Employment Ordinance. For further information, please see: http://qcode.us/codes/stockton/view.php?topic=3-3_68-i-3_68_095

The Contractor shall submit a Final Local Employment Ordinance Report upon completion of the contract. Said Final Report shall be considered a final punch list item, and failure to submit the report shall be cause for withholding the Notice of Completion and release of retention. The Contractor shall submit a project Final Local Employment Ordinance Report in the suggested form and content as shown by Exhibit G in the Instructions to Vendors – Contract for Services and/or as requested by the Project Manager.

The Contractor shall provide Monthly Local Employment Ordinance compliance Reports as part of the Contractor's progress pay requests. The form and content of the Monthly Reports shall provide the same information as noted in Exhibit G or as requested by the Project Manager. Failure to submit said Monthly Reports could result in the City withholding 5% of the monthly progress payment until said report is submitted.



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057
Page 3

July 25, 2016

City of Stockton Custodial Services

The Contractor shall promptly submit their Good Faith Effort documentation prior to execution of the construction contract. An explanation of the reasons for non-compliance and future good faith efforts which can lead to project compliance will be part of the Monthly Reports.

Monthly Reports shall be compiled with all applicable information and submitted at the end of the project as a part of the Final Report. All reporting required for the Local Employment Ordinance shall be paid as in all other items of work.

LICENSING

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proposer.

Contractor shall possess a City of Stockton Business License. Contractor is not required to have the business license to propose on this work. The contractor selected to perform this work must obtain a City of Stockton Business License prior to a purchase order being issued for this work.

The successful proposer and any subcontractor(s) shall provide copies of all valid licenses and certificates required for performance of the services being bid upon. The copies shall be delivered to the City of Stockton no later than ten days after the contractor receives the notice of award from the City of Stockton. Current copies of licenses and certificates shall be provided to the City of Stockton within twenty-four hours of demand at any time during the contract term.

Registration with the California Department of Industrial Relations is required for this project. Details are outlined in the attached Instructions to Proposers.

CONTRACTOR QUALIFICATIONS

Contractor shall have adequate equipment and employ adequate staff to perform the described work.

Minimum Age Requirement: All employees of the Contractor must be a minimum of 18 years of age.

Conflict of Interest: The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

Contractor Responsibilities: The Contractor shall employ only workers who are competent and skilled for work under this contract. The City shall, throughout the term of the contract or any extension thereof, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057

Page 4

July 25, 2016

City of Stockton Custodial Services

otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative/s to discuss any problem areas. Contractor shall provide contact information for both the Project Manager and alternate. The Project Manager shall have a telephone to permit timely contact by the City. The Project Manager must respond to a call within one (1) hour.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Wherever work is being performed, Contractor shall have a designated person at the work site that has the authority to respond to the Contract Administrator and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times.

Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

Illness and Injury Prevention Program: Contractor shall have an Illness and Injury Prevention Program in accordance with applicable Local, State, and Federal Laws.



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057
Page 5

July 25, 2016

City of Stockton Custodial Services

Quality Assurance / Quality Control Program: Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. Proposer shall submit a copy of their quality control program as part of their proposal.

Inventory of Materials: Contractor shall have adequate inventory of materials used in the performance of this contract. Contractor shall provide all supplies necessary to accomplish the required services. Materials and supplies shall conform to contract requirements and industry standards for the type of work being performed.

Standards of Performance

Contractor is expected to provide the highest level of quality in compatible with practices and modern techniques accepted by the industry. The Public Works Director or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.

Contractor and Contractor's personnel shall present a neat appearance. Contractor and Contractor's employee(s) shall wear a uniform which clearly identifies the Contractor's company and the employee.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in these special provisions.

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries from any citizens encountered during the course of work and be able to communicate with the Public Works Director, Contract Administrator or other representative about work details and/or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization.

All work shall be performed with the utmost concern for safety of city staff, the workers, and the public. Contractor is expected to be familiar with all areas and locations of the work and if they are not, shall have those questions answered before commencing work on this contract.

WORKMANSHIP

Contractor is expected to respect all parties they encounter. Contractor shall perform work to the satisfaction of the Public Works Director or Designee/s. The Contractor shall cooperate with the Public Works Director or Designee/s to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057

Page 6

July 25, 2016

City of Stockton Custodial Services

within five (5) working days or as directed by the Public Works Director or Designee/s. Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

DAMAGE TO IMPROVEMENTS AND PROTECTION OF PROPERTY

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations so that steps can be taken to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations so that steps can be taken to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

SAFETY

Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating all potentially affected personnel to the health hazards associated with this work prior to personnel commencing work under this contract. Contractor shall have an injury and illness prevention program (IIPP) and shall provide a copy of the program with their proposal.

All work shall be performed with the utmost concern for safety of city staff, the workers, and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas where work is being performed.



SPECIAL PROVISIONS

PROJECT NO: O&M 16-057
Page 7

July 25, 2016

City of Stockton Custodial Services

LANE CLOSURES AND TRAFFIC CONTROL

Any contemplated lane closures must have prior approval by the City. The Contractor shall provide the City Representative a work schedule and schedule of any contemplated lane closures. All traffic control shall conform to the Work Area Traffic Control handbook, a.k.a. the WATCH Manual.

HOURS AND DAYS OF WORK

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.

Should the Contractor choose, or be required by the City, to perform remediation or corrective work on a Saturday, Sunday, on a holiday recognized by the labor unions, outside of the designated work hours defined in this contract, and that work requires inspection or supervision by a designated City representative, the Contractor shall reimburse the actual costs of inspection and supervision and/or other overhead expenses which are directly chargeable to the contract.

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:

1. 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.
2. 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
Facility Scope

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

Cleaning Hours: M-F between 9:00 a.m. and 11:00 a.m. (1 hour/daily).

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: 23651

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.

(1st Floor)

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

Square Footage: 19491

Areas to be cleaned: Interior,

Special: NA

(3rd Floor)

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

Square Footage: 25755

Areas to be cleaned: Interior,

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

(7th Floor)

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

Square Footage: 9344

Areas to be cleaned: Interior,

Special: NA

5. Corporation Yard, 1465 S. Lincoln St.

Cleaning Hours: Sun - 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 (2).

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: 11059

Areas to be cleaned: Interior, Exterior, Restrooms (5).

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: 16731

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. MUD-Fire Hydrant Division, 1701 S. Washington St.

Cleaning Hours: Tues - Thursday 12:00 p.m. - 1:00 p.m.

Square Footage: 5110

Areas to be cleaned: Interior, Exterior, Restroom (1), Locker Room (1), Kitchen (1).

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

13. Oak Park Senior Citizens Center, 740 E. Fulton St.

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

Square Footage: 12033

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

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

14. Permit Center, 345 N. El Dorado Street

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

Square Footage: 10404

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

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

15. 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: 15397

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).

16. 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)

17. Stribley Community Center, 1760 E. Sonora St.

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

Square Footage: 28965

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).

18. 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)

19. Van Buskirk Community Center, 734 Houston Ave.

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

Square Footage: 17237

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

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

20. Water Field Office, 7400 West Lane

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

Square Footage: 5145

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)

Exhibit 3
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.	Arnold Rue Community Center	5758 Lorraine Ave.	23651	
3.	Cesar Chavez Library	605 N. El Dorado St.	77302	
4.	Chase Building (1 st Floor)	400 E. Main St.	19491	
	Chase Building (3 rd Floor)	400 E. Main St.	25755	
	Chase Building (4 th Floor)	400 E. Main St.	25730	
	Chase Building (7 th Floor)	400 E. Main St.	9344	
5.	Corporation Yard	1465 S. Lincoln St.	15931	
6.	Delta Water Supply Project	11373 N. Lower Sacramento Rd.	12242	
7.	Linden Library	19012 E. Main St., Linden	2066	
8.	Margaret Troke Library	502 W. Benjamin Holt Dr.	14712	
9.	Maya Angelou Library	2324 Pock Lane	11059	
10.	Merlo Gymnasium	1670 E. Sixth St	16731	
11.	Municipal Utility Dept - Administration	2500 Navy Dr.	16445	
12.	MUD-Fire Hydrant Division	1701 S. Washington St.	5110	
13.	Oak Park Senior Citizens Center	730 E. Fulton Ave.	12033	
14.	Permit Center	345 N. El Dorado St.	10404	
15.	Seifert Community Center	128 W. Benjamin Holt Dr.	15397	
16.	Stewart Eberhart Building (3 rd Floor)	22 E. Weber Ave.	25282	
17.	Stribley Community Center	1760 E. Sonora St.	28965	
18.	Thornton Library	26341 Thornton Rd., Thornton	2775	
19.	Van Buskirk Community Center	734 Houston Ave.	17237	
20.	Water Field Office	7400 West Lane.	5145	

Exhibit 4

Additional Services Price Sheet

Task	Rate	Unit
Custodial Hourly Rate		
Day Porter Hourly Rate		
Window Cleaning		
Upholstery Cleaning		
Carpet Cleaning		
Pressure Washing		
Tile Cleaning		
High Work (above 10' from ground)		
- Window Cleaning		
- Dust and web removal		
- Pressure washing		
Other Services:		

Contractor-Supplied Consumable Materials		
Additional sheets may be used.		
Consumable:	Price	Unit
Contractor's Percentage Mark up:		

LIST OF REFERENCES

Please list three to five (3-5) clients that we may contact regarding your work performance. Provide for each client: company name, key contact, address, phone number, email address.

1.

2.

3.

4.

5.

Subcontractor List

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 _____

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

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

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

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.

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

EXHIBIT 6

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 1 of 6
	Effective Date: 12/03/07	Revised From: N/A

I. PURPOSE

To increase the use of environmentally preferable products and services in the City of Stockton in order to:

- conserve natural resources;
- minimize environmental impacts such as pollution and use of water and energy;
- eliminate or reduce toxics that create hazards to workers;
- support the recycling markets; and
- increase the use and availability of environmentally preferable products that protect the environment.

II. POLICY

- A. The City shall, to the extent reasonably practicable, use and require its contractors and consultants to use, environmentally preferable products with the maximum amount of recoverable materials.
- B. The City shall specify recycled content and environmentally preferable products unless such products do not perform satisfactorily and/or are not cost effective. The priority for purchasing recycled content products shall be as follows:
1. The highest percentage of recycled content of "post-consumer recovered material," available in the marketplace; and
 2. The highest percentage of "pre-consumer recovered material," available in the market place.
- C. The City shall solicit the use of recycled content and other environmentally preferred products in its procurement documents.
- D. The City shall ensure that specifications and performance standards for goods and services do not require the use of products made from virgin materials nor specifically exclude the use of environmentally preferable products.
- E. The City shall procure environmentally preferable goods and services where environmental criteria have been established by the United States Environmental Protection Agency or other widely recognized authorities.

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

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 2 of 6
	Effective Date: 12/03/07	Revised From: N/A

F. The City shall integrate environmental factors into the City's buying decisions, when practicable. Examples include but are not limited to:

- purchasing non-emergency fleet vehicles and equipment that provide, whenever practicable, the best available net reduction in vehicle fleet emissions;
- replacing disposables with re-usable, recyclable, or compostable goods;
- considering life cycle economics;
- considering impacts and threats of harm to human health or the environment; and
- evaluating, as appropriate, the environmental performance of vendors in providing products and services.

G. All City departments shall practice waste prevention and recycling.

DEFINITIONS

Environmentally Preferable Products and Services refers to products and services that have a lesser or reduced negative effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, and/or disposal of the product.

Recycling means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

Waste Prevention means any action undertaken by an individual or organization to eliminate or reduce the amount of toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency and reduce pollution.

Practicable means sufficient in performance.

Recycled Products are products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a

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

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 3 of 6
	Effective Date: 12/03/07	Revised From: N/A

final consumer), industrial scrap, manufacturing waste, and/or other waste that otherwise would not have been utilized.

Post-consumer recovered materials are finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item.

Examples of post-consumer recovered materials include, but are not limited to: old newspapers, office paper, yard waste, steel and/or aluminum cans, glass, plastic bottles, oil, asphalt, concrete and tires.

Pre-consumer recovered materials are materials or by-products generated after manufacturing of a product is completed, but before the product reaches the end-use consumer. Examples of pre-consumer recovered materials include, but are not limited to: obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other converting operations.

Life Cycle Economics means the identification and inclusion of all direct and indirect costs associated with a particular product or material. This includes the initial cost of purchase, anticipated maintenance and repair and the direct and indirect disposal costs associated with the disposal or removal of the product at the end of its useful life.

III. ENVIRONMENTALLY PREFERABLE PRODUCTS

The following product lines are initially designated as areas of focus for environmentally preferable purchases:

- A. Printing and writing papers including all imprinted letterhead paper, envelopes, copy paper, and business cards shall contain a minimum of 30 percent post-consumer recycled content.
- B. Paper products including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders, and other products composed largely of paper.
- C. Remanufactured laser printer toner cartridges and remanufactured or refillable inkjet cartridges.
- D. Re-refined antifreeze including on-site antifreeze recycling.
- E. Re-refined lubricating and hydraulic oils.

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

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 4 of 6
	Effective Date: 12/03/07	Revised From: N/A

- F. Recycled plastic outdoor wood substitutes including plastic lumber, benches, fencing, signs, and posts.
- G. Recycled content construction, building and maintenance products, including plastic, lumber, carpet, tiles and insulation.
- H. Recrushed cement concrete aggregates and asphalt.
- I. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- J. Retreaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- K. Compost, mulch and other organics including recycled biosolid products.
- L. Remanufactured paint.
- M. Janitorial cleaning supplies.
- N. Other products that may be designated.

IV. WASTE PREVENTION PRACTICES

A Recycling Team, comprised of department representatives, shall be established to increase waste reduction and recycling practices in all City departments. City staff shall be required to reduce their consumption of resources by incorporating the following practices into their daily activities:

- A. Consider durability and reparability of products prior to purchase.
- B. Conduct routine maintenance on products/equipment to increase the useful life.
- C. Use back-to-back features on laser printers and copiers. Specify back-to-back on all print jobs wherever practical.
- D. Send and store information electronically when possible. This includes e-mail, web site, and electronic fax

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

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 5 of 6
	Effective Date: 12/03/07	Revised From: N/A

- E. Review records retention policies and implement document imaging systems.
- F. Other waste prevention practices that further the goals of this policy.

V. RESPONSIBILITIES OF ALL DEPARTMENTS

Each department shall be responsible for the implementation of this policy and shall:

- A. On a quarterly basis, the Recycling Team department representatives shall report to the City Manager's Office their progress of policy implementation including the types of environmentally preferable products purchased, successes, pitfalls, and changes.
- B. Practice waste prevention and source reduction whenever possible.
- C. Continue to utilize recycling programs and expand them where possible.
- D. Procure recycled products whenever practicable.
- E. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Share information with other departments when potential use of a product exists.
- F. Develop specifications used in bids/request for proposals, aimed at eliminating barriers to recycled-content products, such as outdated or overly-stringent product specifications and specifications not related to product performance.
- G. Ensure the bid documents require environmental preferred alternatives whenever practical.
- H. Educate and promote this policy through appropriate staff and the use of the City's Intranet.

VI. RESPONSIBILITIES OF ADMINISTRATIVE SERVICES PURCHASING DIVISION

The Purchasing Division shall:

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

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 6 of 6
	Effective Date: 12/03/07	Revised From: N/A

- A. Maintain and use information, furnished by its vendors, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage Departments to purchase such products whenever possible.
- B. Provide Departments with vendor furnished information about recycled products and environmental procurement opportunities.
- C. Inform vendors of the City's Environmentally Preferable Procurement Policy.
- D. Structure applicable contracts to offer and/or feature recycled-content products whenever possible (e.g., office supplies, lubricating oils and janitorial supplies).
- E. Encourage development of specifications used in bids/request for proposals aimed at eliminating barriers to recycled-content products, such as outdated or overly stringent product specifications and specifications not related to product performance. All bids/request for proposals shall encourage vendors to offer recycled products whenever practical.

VII. EXEMPTION

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

APPROVED:



J. GORDON PALMER, JR.
CITY MANAGER