



REQUEST FOR PROPOSALS

JANITORIAL SERVICES

**PROPOSALS MUST BE RECEIVED BY
2:00 PM ON THURSDAY, MARCH 27, 2025**

City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

City of Chino Hills Request for Proposals Janitorial Services

Date: February 13, 2025

Department: Public Works

Project Name: Janitorial Services

Proposal Due Date: Thursday, March 27, 2025 Time: 2:00 P.M.

Proposals must be submitted to:

City of Chino Hills
City Clerk's Office
Attn: Jarrod Manuel
14000 City Center Drive
Chino Hills, CA 91709

Due Date and Delivery

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer must submit a package clearly marked on the outside as "**Proposal for Janitorial Services**" to the City Clerk's Office. The package must contain the following:

- Five (5) bound copies and one (1) electronic copy (flash drive is preferred method, emails not accepted) of the proposal;
- One (1) original and four (4) copies of the cost proposal in a separate sealed envelope clearly marked "Sealed Cost Proposal"; and
- A signed W-9.

Proposals must be received by the City Clerk's Office **no later than 2:00 p.m. Thursday, March 27, 2025**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. General Information

The City of Chino Hills (“City”) invites your organization to submit a written proposal to provide City-wide janitorial services. The successful vendor will be awarded a contract for a five-year period. The proposal must clearly demonstrate how your organization would best satisfy the requirements of the City. This written Request for Proposal (RFP) states the scope of the City’s requirements and specifies the general rules for preparing the proposal.

The City is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

B. Description of the Government

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 77,058. The City operates as a “contract city” utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

C. Addendum

The City may modify, clarify or interpret the RFP by issuing an Addendum. Addendums to the RFP will be published and distributed through the City’s website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

D. Questions

Please direct any questions or concerns to Michelle Smith at msmith@chinohills.org by 5:00 p.m. on Wednesday, March 19, 2025. Only questions with “**Janitorial Services**” in the subject line will be accepted. Answers to submitted questions will be posted on the City’s website.

E. Evaluation and Selection

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria below are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and points as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	PERCENTAGE OF SCORE
Approach to the work including task breakdown as related to the scope of work described in this RFP.	25%
Proposer's experience and technical competence, understanding of the project, and subject matter expertise on similar projects of equal complexity.	25%
Reference list(s), and the Proposer's willingness to agree to all terms of the Maintenance Services Agreement, and available resources to perform the requested services.	25%
Total cost proposal for project.	25%

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City. The City may cancel this solicitation at any time. All proposals shall comply with current-federal, state, and other laws relative thereto.

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this Request for Proposal and attached agreement unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the consultant selected.

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE PROJECT SCHEDULE	
RFP Published	February 13, 2025
Questions from Consultants Due	March 19, 2025
Questions and Answers Posted	March 21, 2025
Proposals Due	March 27, 2025
Initial Review of Proposals by Panel	TBD
Interviews/Demo	TBD
Anticipated Contract Award	May 27, 2024

F. Scope of Services

The sections below provide the framework for the scope of services required. The Contractor's proposal must address how they will deliver the indicated services. Project tasks shall include, but are not necessarily limited to, those items noted below. If the contractor believes that additional tasks are warranted, they must be clearly identified in the contractor's proposal as an "Add Alternate." Any additional information that the vendor wishes to include will be helpful in making our decision.

1. Facilities to be Maintained

The identified facilities requiring custodial services consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and park restrooms. Most areas of City Facilities are publicly accessible, so no bid walk is planned. The City will answer pertinent questions about City facilities and provide an addendum to the RFP (if necessary). A map of the listed facilities is included in Attachment No. 2.

Facility	Total Square Footage (Approximate)	# of Days for Cleaning Schedule Per Week	Map Reference Number (Attachment No. 2)
Government Center			
City Hall	58,826 (1 building)	5 Monday-Friday	1
Police	29,777 (1 building)	5 Monday-Friday	1
Library	28,224 (1 building)	7	1
Chino Hills Community Center	21,174 (1 building)	7	2
City Yard	11,724 (1 building)	5 Monday-Friday	3
Mystic Canyon Recreation Building	1,440 (1 building)	7	4
McCoy Equestrian Barn	3,823 (1 building)	7	5
McCoy Reception	3,650 (1 building)	4 Sunday, Tuesday, Thursday, Saturday (subject to change)	6
Grand Avenue Park Meeting Room & Office	1,280 (2 buildings)	7	7
Sleepy Hollow Comm. Bldg.	3,369 (1 building)	1	8
Community Park Office	110 (1 building)	7	9
Park Restrooms			
Community Park South	490 (1 building)	7	9
Community Park North	490 (1 building)	7	9
Alterra Park	630 (1 building)	7	10
Hidden Hills Park	580 (1 building)	7	11
Sunset Park	440 (1 building)	7	12
Hope for the Hills Park	580 (1 building)	7	13
Crossroads Park	580 (1 building)	7	14
Veterans Park	400 (1 building)	7	15
Hunters Hill Park	630 (1 building)	7	16
Butterfield Park	420 (1 building)	7	17
Rincon Park	420 (1 building)	7	18
English Springs Park	250 (1 building)	7	19
Grand Avenue Park	630 (1 building)	7	7
Fairfield Park	420 (1 building)	7	20
Danbury Park	420 (1 building)	7	21
Torrey Pines Park	420 (1 building)	7	22
Vellano Park	477 (1 building)	7	23
Vila Borba Park	400 (1 building)	7	24
Pinehurst Park	400 (1 building)	7	25
Los Serranos Park	500 (1 building)	7	26

2. Condition Reporting

The Contractor shall report any vandalism, graffiti, etc. to City facilities by calling (909) 364-2800 and leaving a message detailing the extent of the problem. In the event of an urgent problem after normal business hours which requires immediate attention, such as a broken water line in a restroom, the Contractor shall report these items by calling (909) 364-2845 and leaving a message detailing the extent of the problem.

3. Contractor's Non-Compliance

If the City determines that there are deficiencies in the performance of this contract, the City will provide a written notice to the Contractor to correct the deficiencies within the specified time frames. Said specified time frames shall be reasonable, as determined by the City, in order to correct the specified deficiencies. Should the Contractor fail to correct deficiencies within the specified time frames, the City may contract the work or may perform the work utilizing City employees and/or contract labor. The City will deduct from the Contractor's monthly payment any cost that the City incurs correcting a deficiency of the Contractor. This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this contract.

If it becomes necessary for the City to provide personnel to assist or complete a task that was not completed by the Contractor, or not completed in an acceptable manner, the Contractor will be charged the blended hourly rate as established by the City, plus the cost of materials, supplies and equipment.

Except as otherwise provided herein, if the City determines that there are deficiencies in the performance of the contract and the City agrees that it is impractical to fix the extent of actual damages resulting from the deficiency, \$500.00 of liquidated damages will be deducted from the Contractor's monthly payment.

In the event of a failure to correct a deficiency or for any other breach of this contract by the Contractor, this contract may be terminated by the City upon thirty (30) calendar days written notice by the City at its sole discretion. In the event of such termination, the Contractor shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination.

4. Additional Work

The City may, at its discretion, direct the Contractor to perform additional work when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence. Any other additional work shall be done only after a written estimate has been submitted by the Contractor and has been approved by the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to the property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City for approval.

The City will provide a contingency reserve for additional services. Contractor shall provide hourly labor rates in their proposal for the various services.

5. Contractor's Liability

All damages that, in the City's opinion, are due to the Contractor's operation shall be repaired at the Contractor's expense. All such repairs or replacements shall be completed within the time limits as designated by the City.

6. Day Porter Service

The City currently contracts with Anthesis, an organization that provides daytime custodial services using developmentally disabled individuals. These services include emptying waste baskets, wiping countertops, tables, mirrors, and restroom fixture cleaning. The services described above are performed at City Hall, Library, Community Center, and McCoy Equestrian Center. Proposers shall consider any operational impacts of this service when preparing their proposal. In general, certain aspects of routine service may be able to be intermittently deferred to prevent task redundancy.

7. Office of Inquiries and Complaints

The Contractor shall maintain an office at a fixed location and shall maintain a telephone there. At all times, the Contractor shall have a responsible person(s) employed by the Contractor available to take the necessary action regarding all inquiries and complaints that may be received from the City. This person(s) shall be reachable twenty-four (24) hours per day, 365 days per year. An answering service shall be considered an acceptable substitute to full time coverage, provided the Contractor can respond to the inquiry or complaint within 30 minutes of receipt. The Contractor shall also provide a call list of mobile phone numbers for responsible employees that can respond to urgent requests. Contractor shall clearly identify the line(s) dedicated to after-hours communication.

Whenever immediate action is required to prevent impending injury, death or property damage to the maintained facilities therein, the City may after a reasonable attempt to notify the Contractor, cause such action to be taken by the City or the City's work force. To the extent the Contractor is responsible for such action under the terms of this contract, the City shall charge the cost thereof as determined by the City against the Contractor, or may deduct such cost from any amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, the action taken, or the reason action was not taken. The log of complaints shall be open to the inspection of the City at all reasonable times. The City requires that Contractor provide an on-site response to follow up on complaints to ensure that a full resolution has been made. This shall be verified by the contractor in writing the same day the visit was made.

All complaints shall be abated as soon as possible after notification, but in all cases within twenty-four (24) hours to the satisfaction of the City. If any complaint is not abated within twenty-four (24) hours, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within two (2) working days. If the

complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City shall be deducted from the payments owing to the Contractor from the City.

8. Safety

The Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential or related to the work; and is solely responsible for complying at all times with all local, County, State Federal or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.

It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained facilities unsafe. The City shall be notified immediately of any unsafe condition that requires correction. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises.

The Contractor shall clearly post signs in all entry areas prior to any potentially hazardous situations.

9. Hours and Schedule of Janitorial Services

Hours of general janitorial service shall be between 6:00 PM and 6:00 AM on those days maintenance is to be provided pursuant to the work schedule approved in advance by the City.

The Library shall not be cleaned prior to their closing hours, generally 8:00 PM.

The City Hall lobby and Council Chambers shall not be cleaned until after all scheduled public meetings have taken place. The City maintains a public meeting calendar on its website.

The police building shall be cleaned between 7:00 PM and 6:00 AM.

Community rooms at the Community Center, McCoy Equestrian Center, Mystic Canyon Recreation Building, Community Park, Grand Avenue Park and the City Hall Council Chambers may need to be cleaned after 11:00 PM on any night they are utilized. In general, the Community Center and McCoy Equestrian Center shall be cleaned between 12:00 AM and 7:00 AM. The Contractor may adjust the cleaning schedule of recreation facilities provided that it does not interfere with City-scheduled events. The City will make reasonable efforts to provide a reservation schedule to the Contractor in advance.

The Contractor shall lock/relock all park restrooms after service. Park restrooms may not be serviced before dusk. As a general guide, park service shall not occur before the following times: (April through October, 8:00 PM) (November through March, 6:00 PM). The City may adjust this schedule as deemed necessary by the City. The Contractor shall

provide adequate staffing to accommodate any requests by the City to alter service times. **The City desires add-alternate pricing for the Contractor to close all park restrooms within a 2 hour window after dusk. Servicing of park restrooms is still permitted until 6:00 AM.**

In addition, the Contractor shall provide a staffing level and personnel that they deem adequate for the closing of park restrooms. Employees shall be prepared to work in dimly-lit, publicly accessible environments. In the event that the Contractor's staff feel that they are in an unsafe situation, the condition shall be immediately reported to the Chino Hills Police Department. Once the situation is mitigated, the contractor shall complete their service. The City expects the Contractor to have an internal protocols in place for servicing around potential service disruptions.

10. Contractor's Staff

The Contractor shall provide sufficient personnel to perform all work in accordance with the specification set forth herein. At no time will the Contractor allow this crew to be diminished in size so as to not effectively complete the assigned tasks. All of the Contractor's custodial personnel shall be supervised by a qualified, English-speaking foreman. The Contractor shall provide the names and quantity of assigned staff to the City for continuous verification that adequate staffing levels are maintained.

The Contractor shall provide a background check of all personnel utilized for the fulfillment of the contract specifications, at the Contractor's expense. The background check shall be approved by the City before staff are allowed to service City facilities.

The Contractor shall provide staff to perform weekly quality control inspections. The quality control staff member(s) shall have the ability to respond to telephone and email inquiries/complaints. The City may require the assigned quality control staff to directly respond to inquiries/complaints to ensure adequate follow up and customer service is achieved. Confirmation of staff correspondence and corrective measures shall be provided to the City's Facilities Supervisor, or designee.

If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Facilities Supervisor, or designee; or is in the opinion of the Facilities Supervisor incompetent, intemperate or disorderly, used threatening or abusive language to any person representing the City or facility patrons; or is otherwise unsatisfactory, they shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Facilities Supervisor. The Contractor shall transfer or discharge any such person within a reasonable time following notice from the Facilities Supervisor, and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the Facilities Supervisor.

The Contractor shall provide and require employees to wear uniform work shirts, which clearly identify the Contractor's personnel and indicate the name of the Contractor. The identification system shall be furnished at the Contractor's expense and must include appropriate attire and name badges, as specified by the City. The Contractor shall require each of their employees to wear safe working attire. This shall include proper non-slip

work shoes and other clothing and gear required by Federal and State Safety Regulations.

11. Signs/Improvements

The Contractor shall not post signs or advertising within the maintained facilities.

12. Non-Interference

The Contractor shall respect the peace and quiet of the areas within which the services are being performed. The Contractor shall perform services with the least possible obstruction and inconvenience to the public so as to not interfere with the use of the facilities.

13. Storage Facilities

The City will provide small janitorial closets at most facilities for the Contractor to store minor equipment and supplies. Equipment owned by the Contractor shall be clearly identified and safely stored. The City maintains secure facilities; however, the City shall not be responsible for any damaged, lost or stolen items that are the property of the Contractor. The Contractor shall use these areas at their own risk.

14. Schedule of Cleaning Services

a. Daily Regular Cleaning Services

- Empty and clean all trash cans and other waste receptacles, replacing liners as required. Clean the interior of trash cans that had leaking liners.
- Dust mop all hard surface flooring.
- Spot mop all hard surfaces with spillage or other stains.
- Dust and clean all level surfaces of desks, tabletops, conference tables, countertops, chairs, file cabinets, window sills, shelving, and other office furniture. Paperwork and personal items on desks shall not be disturbed.
- Vacuum all interior carpeting and entry mats, spot cleaning as required.
- Clean the interior and exterior glass to all interior and exterior doors.
- Clean glass for the lobby staircase and any display cases.
- Clean and polish sinks, drinking fountains and countertops in all break rooms and kitchens.
- Clean the exterior of all appliances and the interior of microwaves in the break rooms and kitchens.
- Restock all liquid and paper products, wherever dispensers are present.
- Thoroughly clean all surfaces of urinals, toilets, sinks, shower stalls, etc. clearing clogs as needed.
- Spot wash all bathroom walls, with extra focus on walls adjacent to urinals, toilets, sinks, and hand dryers.
- Wet mop all bathroom floors with an approved disinfectant solution.
- All reflective surfaces and fixtures shall be cleaned and polished with an appropriate solution to remove smudges and prevent mineral buildup.
- Clean all mirrors and polish bright metals.

- Sanitize, with an approved anti-bacterial solution, all gym equipment surfaces that are in body-contact with users.
- Sanitize, with an approved anti-bacterial solution, all door handles and exit hardware.
- Clean all stainless steel surfaces with an appropriate cleaner.
- Clean hand marks on elevator cab walls, control panels. Broom, vacuum or damp-mop the elevator cab floors. Sanitize all control buttons.
- Remove all boxes and empty cleaning supplies from the respective janitorial and storage rooms.
- Remove heavy/bulk trash items from the designated receptacles in work rooms.
- Remove all trash from the respective facilities and deposit in designated dumpsters. **Contractor shall not stage trash on carpeted areas of buildings.** Please note that not all sites have trash dumpsters available and may need to be transported to sites that have them.
- Turn off all lights to offices and areas with manual switches after servicing.
- **The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's Facilities Supervisor, or designee, reasonably determines that a significant aspect of a required service was not adequately performed, the Contractor will be required to return to the affected facility within one (1) hour of notification to complete the service, or correct the deficiency.**

b. Weekly Regular Cleaning Services

- Dust all surfaces of desks, chairs, benches, filing cabinets, picture frames, clocks, and other office furniture, spot washing cloth surfaces as needed.
- Dust partition ledges, window ledges, and interior mullions and moldings up to 12 feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.
- Spot wash all walls and woodwork to remove scuff marks and stains.
- Remove spot carpet stains with an extraction system.
- Remove cobwebs from all surfaces up to 30 feet in height from the adjacent floor surfaces.
- Wipe down electric switch plate covers.
- Replace urinal pads (Fridays).
- Detail clean all millwork, audience seating, dais, countertops, workstations, and carpet in the Council Chambers (Mondays).
- **The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.**

c. Monthly Regular Cleaning Services

- Dust all wood panel surfaces and sides of office partitions.
- Remove all dust from air conditioning and ventilation registers up to 12 feet in height from the adjacent floor surface.

- Vacuum with a crevice tool all edges of carpeted areas and areas not normally reached with a vacuum.
- Vacuum office chairs and upholstered fixed seating.
- Thoroughly wash all restroom walls and partitions, with added focus to the wall/floor joints.
- Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
- **The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.**

d. Quarterly Regular Cleaning Services

- Vacuum sides of carpet or cloth covered surfaces, including office partitions. Spot shampoo when necessary.
- Thoroughly clean all window blinds, including blinds to interior offices.
- **The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.**

e. As-Needed Cleaning Services

- Facilities such as Community Center, McCoy Equestrian Center, Sleepy Hollow, and others may need additional custodial services beyond the routine service schedule on an as-needed basis. The City will provide the Contractor a schedule of custodial service on dates and times needed by the City, based on the upcoming event schedules.

f. Park Restrooms Cleaning Services (Daily Tasks)

- Sweep restroom and remove litter from the interior and exterior of building walkways. Do not sweep into landscaped areas.
- Remove dirt, paper, cob webs and other related debris from all wall and ceiling surfaces (regardless of interior height)
- Thoroughly clean, sanitize and polish all urinals, toilets and sinks. Removing gum, cigarette butts, landscape debris, etc. and clearing any clogs.
- Thoroughly clean all bathroom partitions, removing minor graffiti (less than 1 square foot) as needed. Contractor shall ensure attention to detail on partitions/walls adjacent to urinals, toilets, sinks and hand dryers.
- Wipe down, sanitize and polish all fixtures, hand dryers, baby changing stations and drinking fountains.
- Restock all liquid and paper products.
- Pour City-supplied drain maintenance chemicals into urinals and floor drains.
- Clear any clogs in fixtures that can be resolved using a plunger.
- Test the functionality of all installed fixtures and report any items that require repair or replacement.

- Clean and organize the plumbing chase. Remove all trash, boxes and empty cleaning products. Dust and remove rodent traces as-needed.
- **The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Contractor to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.**

g. Floor Care

- Carpets shall be thoroughly shampooed, utilizing an extraction system with approved chemicals. Some carpets shall be cleaned by spin bonnet cleaning, per industry standards. The Contractor shall shampoo carpets per the schedule provided in Attachment No. 3. Scheduling of carpet cleaning shall be provided to the City in advance to verify if a scheduling conflict exists.
- Vinyl floors shall be scrubbed and stripped prior to applying wax, unless indicated otherwise. The Contractor shall scrub and wax per the schedule provided in Attachment No. 4. Scheduling of vinyl floor cleaning shall be provided to the City in advance to verify if a scheduling conflict exists.
- Tile floors shall be deep cleaned in accordance with the schedule provided in Attachment No. 5.
- The Contractor shall dust mop or damp mop ceramic and stone floor areas, removing scuffs and stains as needed. Tile floors are not to be waxed. (Exception: Tile floors at the City Yard facility, quarterly)
- Rubber floors shall be vacuumed daily and damp mopped weekly.
- The Contractor shall dust mop or damp mop concrete and epoxy-coated floors as-needed. The men's restroom at the City Yard facility contains a textured epoxy-coated floor. This floor shall be deck brushed daily with approved floor cleaning chemicals.

15. Special Requirements

a. Police Building

- The Police Station is a 24 hour facility. Cleaning activities shall not affect the operations of the station. In general, police briefings take place at 7:00 AM and 9:00 PM; therefore, cleaning activities shall be planned to avoid interfering with this operation.
- Certain areas of the Police Station will require additional floor care with a greater frequency than what is described in Attachments No. 3 and 4. High-traffic carpeted areas, and the vinyl floor surface in the report writing rooms will require increased, as-needed servicing (up to bi-weekly, as requested). This shall be accounted for in the Contractor's base proposal.
- If an office is unlocked, the Contractor shall clean the office. If an office is locked, the Contractor shall not clean the office.

b. McCoy Equestrian Center

- The McCoy Equestrian is a multi-building recreation venue. This site frequently hosts weddings, community meetings, and other related events. Due to the varying nature of reservations at this facility, the Contractor may be required to frequently adjust their servicing times to accommodate the event. Staff will make reasonable efforts to provide the Contractor with this schedule in advance.

c. Community Center

- The Community Center is a high volume recreation venue. This site frequently hosts weddings, community meetings, and other related events. Due to the varying nature of reservations at this facility, the Contractor may be required to frequently adjust their servicing times to accommodate for events. Staff will make reasonable efforts to provide the Contractor with this schedule in advance.
- The Community Center is equipped with a commercial kitchen. This space is used by catering companies for various events. The Contractor shall plan for monthly deep cleanings of the various equipment, floor and wall surfaces. Based on the frequency of usage, additional deep cleanings may be requested. The Contractor shall be prepared to accommodate for additional as-requested deep cleanings.

16. Supplies and Equipment

- The Contractor shall furnish all cleaning materials, supplies, and equipment which is required to perform the cleaning assignments outlined in this Scope of Work. (Exception: where City-provided chemical dilution systems and consumable products are provided)
- The contractor is responsible for supplying all of the necessary equipment required to provide the services mentioned including vacuums, carts, mops, and dust mops.
- The City does have certain custodial equipment present throughout the various facilities. The Contractor is welcome to use this equipment, if desired. However, any damage to equipment supplied by the City shall be repaired or replaced by the Contractor at the Contractor's expense.
- **The Contractor shall be prepared to service all City facilities with Contractor-supplied equipment. All materials and supplies shall be of commercial quality only and no additional charges shall be made by the contractor for providing and maintaining materials and equipment consistent with providing the services described in this Scope of Work.**
- The City will centrally stock all consumable products, such as: hand towels, toilet paper, seat covers, waste receptacle liners, soap and urinal pads. The contractor shall notify the City if the supplied stock at any facility is not sufficient to last for one week. The contractor shall stock all off-site facilities from one of the 3 supply hubs (Community Park, City Yard, City Hall).
- The Contractor shall comply with all regulations and safety precautions listed on the product and equipment labels.

17. Maintenance, Repairs and Replacements Due to Extraordinary Incidents

Any extraordinary incident, such as vandalism, acts of God, and third-party negligence which has or will affect the City's property and is within the scope of the Contractor's responsibilities, shall be documented by the Contractor by phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours of discovery. The Contractor is responsible for reporting any graffiti that the Contractor is unable to remove. The Contractor shall perform the above documentation and report immediately upon discovery of extraordinary incidents.

The contractor shall, as set forth herein, perform maintenance repairs and replacements when the need for such work arises due to extraordinary incidents such as vandalism, acts of God, and third party negligence in accordance with the provision of this section. The Contractor shall submit a written estimate for the cost of performing such work to the City. The City may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to the City and the City shall reimburse the Contractor, but only up to the amount of the agreed upon cost estimate. In the event the Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work.

18. Meetings

The Contractor and any of its staff shall be available to meet weekly, or as directed by the City, with City staff at a mutually agreed upon time and City facility to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to the Contractor's work under the contract.

19. Subcontracting

The Proposer may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of their proposal, the Proposer shall not award work to any unlisted subcontractors(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of their subcontractors and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractors and the City.

G. Technical Proposal Format

The proposal submitted for this project must follow the outline described below and must address all requested information.

1. Title Page
2. Table of Contents
3. Cover Letter

The Cover Letter shall be addressed to Jarrod Manuel, Capital Projects & Facilities Superintendent, and at minimum, must contain the following:

- a. Identification of consultant, including name, address, and telephone number.
 - b. Name, title, address, and telephone number of contact person during period of proposal evaluation.
 - c. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
 - d. Signature of a person authorized to bind the consultant to the terms of the proposal.
 - e. California Secretary of State business entity number.
 - f. If a corporation, the resolution illustrating who can sign contracts.
4. Introduction/Approach

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the consultant understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative must stipulate how the consultant's approach and plans to provide the services are appropriate to the tasks involved.

Provide general information about the consultant, including size of the organization, location of offices, years in business, organizational chart, state of incorporation, names of owners and principal parties, and a statement of qualifications for performing the requested services. Include a statement indicating what differentiates your firm from other vendors.

5. Experience

Provide a summary of the vendor's qualifications and prior experience in providing the requested services. This section must include specific and detailed descriptions of similar projects performed, project results, client name and year completed.

6. Project Overview

Provide a narrative description of the project based on the scope of services presented in the RFP along with a detailed work plan. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths you may have related to this project.

7. Detailed Work Plan

Respond to all requirements defined in the scope of services. Include the steps needed to complete all tasks and any recommended additions to the list of tasks. Also, document assumptions used in development of the work tasks including assistance needed from City staff and required hardware and software. If any of the requirements cannot be supported, provide a recommendation for an alternative approach.

8. Project Team

Identify the project team, including proposed sub-consultants, and provide brief resumes for key staff assigned to the engagement. Identify the geographic locations of the vendor and key personnel.

9. Project Schedule

Include a documented timeline for the completion of the project.

10. Quality Control

Provide a detailed description and/or examples of the consultant's quality control procedures that ensures all work products delivered to the City (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.

11. References

Provide a complete list of other local governmental entities in California utilizing your janitorial services over the past five (5) years. Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of services, date, name, email address, and telephone number of the client contact.

12. Required Statements

- a. A written statement by the consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- b. A written statement by the consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal records, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.

- c. A written statement that the consultant will not discriminate illegally against any employee or applicant for employment pursuant to applicable law.
- d. A written statement that the consultant shall comply with the California Labor Code and, if applicable, the Federal Labor Standards Act and implementing regulations, Federal Prevailing Wage Determinations and State of California Prevailing Wage Rates.
- e. A written statement that the consultant shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

13. Senate Bill (SB 1383) Requirements

Recycled content paper products that consist of the following postconsumer recycled content:

- a. Toilet paper shall consist of at least 45% postconsumer recycled content.
- b. Paper towels shall consist of at least 40% postconsumer recycled content.
- c. Facial tissue shall consist of at least 10% postconsumer recycled content.
- d. Toilet seat covers shall consist of at least 20% postconsumer recycled content.
- e. General purpose wipes shall consist of at least 40% postconsumer recycled content.

Compliance with Laws:

- a. Vendors/Suppliers must comply with all applicable federal, state, and local laws, regulations, and ordinances related to the procurement, production, and delivery of recovered organic waste products and recycled-content paper products.

Background for Recovered Organic Waste Products (if necessary):

- b. Vendors/Suppliers shall meet the regulatory requirements pursuant to SB 1383 regulations (14CCR, Division 7, Chapter 12, Article 12 - Procurement of Recovered Organic Waste Products). SB 1383 establishes organic waste reduction targets and mandates the procurement of products made from recovered organic waste.

14. Levine Act Reminder

A party to a proceeding before the City involving a contract must disclose on the record of the proceeding any contribution to a council member, council candidate, or committee in an amount more than \$250 made within the preceding 12 months by the party or the party's agent. (Gov't Code § 84308(e)(1).) Furthermore, a party, including the agent of any party, is prohibited from making a contribution of more than \$250 to any council member, council candidate, or committee during the proceeding and for 12 months following the date a final decision is rendered by the City Council in the proceeding. (Gov't Code § 84308(e)(2).) The foregoing obligations do not apply to contracts that are competitively bid. "Competitively bid contract" means a contract required by law to be awarded to the lowest responsible bidder with a responsive bid. Compliance with the Levine Act is your legal responsibility.

15. Agreement for Maintenance Services

The City has provided a copy of the Agreement for Maintenance Services. Please review this agreement and provide the City with a written statement of the consultant's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which the consultant is unwilling to accept and the reason therefore (See Attachment No.1).**

H. Cost Proposal

The cost proposal must be submitted separately in a "sealed envelope" and include the following:

- a. A total, all-inclusive maximum price, that includes all direct and indirect costs as well as out-of-pocket expenses.
- b. A copy of the consultant's hourly rate schedule and a written statement that said hourly rate schedule is part of the consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

I. Administrative Elements

1. The consultant must assign a responsible representative and an alternate to perform the assigned tasks. Both staff members must be identified in the proposal. The consultant's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The consultant shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

J. Insurance

Within three (3) business days of successful selection, the consultant must provide the City with Certificates of Insurance providing coverage as outlined in the Agreement for Professional Services naming the City, its agents, and officers as additional insureds by written endorsement.

K. Business License

The successful consultant(s) and any sub-consultants are required to obtain a City Business License prior to award of contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

L. Subcontracting

The consultant may utilize the services of specialty subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by the consultant, the consultant is representing to the City that the consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the consultant shall not award work to any unlisted subconsultant(s) without prior written approval from the City. The consultant shall be fully responsible to the City for the performance of his/her subconsultants and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subconsultant and the City.

M. Public Information

All materials received in response to this RFP will become public information and be available for inspection after the award of bid pursuant to the Public Records Act. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

N. Attachments

- Attachment No. 1 - Maintenance Services Agreement
- Attachment No. 2 – Map of City Facilities
- Attachment No. 3 – Carpet Cleaning Schedule
- Attachment No. 4 – Vinyl Floor Cleaning Schedule
- Attachment No. 5 – Tile Cleaning Schedule

**AGREEMENT NO.
MAINTENANCE SERVICES AGREEMENT
FOR [BRIEF DESCRIPTION OF MAINTENANCE SERVICES]**

This Maintenance Services Agreement is made and entered into as of the date last signed below ("Effective Date") ("Agreement")

BETWEEN: The **CITY OF CHINO HILLS**, a California municipal corporation and general law city ("City"), located at 14000 City Center Drive, Chino Hills, CA 91709

AND: **BUSINESS NAME (include Legal Name and DBA)** ("Contractor"), a [state and form of business structure] located at [address].

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM AND SCOPE OF SERVICES.

- 1.1 Contractor agrees to perform the services set forth in the "SCOPE OF SERVICES/PROPOSAL", attached hereto as Exhibit A and incorporated into this Agreement by reference. The SCOPE OF SERVICES/PROPOSAL may be subsequently modified or supplemented by written amendment to this Agreement, in which case the term "SCOPE OF SERVICES/PROPOSAL" as used herein will mean and refer to the SCOPE OF SERVICES/PROPOSAL as modified and/or supplemented. Contractor will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 The term of this Agreement shall commence on [option #1: the Effective Date] [option #2: Month xx, 20xx] and shall terminate on Month xx, 20xx [optional: unless otherwise extended in advance and in writing by the City Manager for an additional (number) (#) one-year renewal options]. This Agreement may be terminated with or without cause immediately upon written notice by City or by Contractor upon providing written notice at least 30 days before the effective termination. In the event of such termination, Contractor shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
- 1.3 Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in the SCOPE OF SERVICES/PROPOSAL, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.
- 1.4 Contractor shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations. The City, its officers, employees, and volunteers shall not

be liable at law or in equity as a result of any failure of Contractor to comply with this section.

2. COMPENSATION. Compensation to the Contractor will be made as set forth in EXHIBIT B (“COMPENSATION”), attached hereto and incorporated into this Agreement. Total **annual** compensation shall not exceed \$_____. Payments may take up to 45 days after receipt of each invoice as to all undisputed fees. If the City disputes any of the Contractor’s fees, it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.
3. BUSINESS LICENSE. If required by the Chino Hills Municipal Code, Contractor must obtain a valid business license for doing business with the City of Chino Hills prior to performing services under this Agreement.
4. INSURANCE. Prior to commencing work, Contractor must provide the insurance required below. The Contractor shall provide certificates and required endorsements to the City as evidence of the insurance coverage required herein. Contractor's insurance coverage must be primary insurance and/or primary source of recovery with respect to City, its elected and appointed officers, agents, officials, employees, and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor's operations or Service provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. Coverage must have the policy limits described below and be provided by an insurance carrier with A.M. Best's Insurance Guide Rating of A- or higher, and Financial Size Category Class of VII or larger. Said policies must also require a written 30 day notice of cancellation to the City of Chino Hills, City Clerk, at the following address: 14000 City Center Drive, Chino Hills, CA 91709. All insurance coverage maintained or procured pursuant to this Agreement must be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or must specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The items checked-off below are mandatory.

- Comprehensive General Liability: Contractor must maintain commercial general liability insurance with coverage at least as broad as Insurance Services Offices form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations. The City of Chino Hills, its officers, officials, employees, and volunteers are to be listed as additionally insured.
- Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).
- Workers’ Compensation Insurance (Self Employed): Contractor certifies that, in the performance of the work for which this Agreement is entered into, will not employ any person in any manner so as to become subject to the Worker’s Compensation Laws of the State of California.

- Auto Liability Insurance: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident. The City of Chino Hills, its officers, officials, employees, and volunteers, are to be listed as additionally insured.

- Cyber Liability Insurance: Contractor shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage: (1) Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information and protected health information; (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks; (3) Liability arising from the failure of technology products (software and hardware) required under this Agreement to properly perform the intended services; (4) Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of services; (5) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-thinking or framing, and infringement or violation or intellectual property rights; (6) Liability arising from the rendering, or failure to render, services; (7) Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights; and (8) Crisis management and other expert services. If coverage is maintained on a claims-made basis, Consultant/Contractor shall maintain such coverage for an additional period of three years following termination of the contract.

- Pollution Liability Insurance: Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All services performed in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

- Commercial Auto or Transportation Pollution Liability Insurance: Coverage shall be in an amount not less than \$5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hailing of waste from the project site to the final disposal location, including non-owned disposal sites.

- Umbrella or Excess Liability Insurance: Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

5. ADDITIONAL TERMS AND CONDITIONS.

- 5.1 **GENERALLY.** The terms of any proposal referred to in this Agreement are included and made a part of the Agreement only to the extent they specify the services to be provided, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this Agreement.
- 5.2 **TIME EXTENSION.** City may extend the time for completion if, in City's sole determination, Contractor was delayed because of causes beyond Contractor's control and without Contractor's fault or negligence. In the event of an unreasonable delay caused by City, Contractor's sole remedy is limited to recovering money actually and necessarily expended by Contractor because of the delay; there is no right to recover anticipated profit.
- 5.3 **REMEDIES CUMULATIVE.** City's rights and remedies under this Agreement are not exclusive and are in addition to any rights and remedies provided by law.
- 5.4 **INDEMNIFICATION.** Contractor agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Agreement, or its performance, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement or its performance, Contractor will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, employees, and volunteers. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement. The requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- 5.5 **POLLUTION INDEMNIFICATION.** Contractor must defend with counsel reasonably acceptable to the City, indemnify, protect, and hold harmless the City, its officers, officials, employees, and volunteers (hereinafter "Indemnitees") from and against all claims, damages (including but not limited to special, consequential, natural resources, and punitive damages), injuries, costs, (including without limitation all response, remediation, and removal costs), losses, demands, claims, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party, and expenses (including without limitation attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, the Indemnitees arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, subsidiaries, or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit Damages arising from or attributable to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any Pollutant, Contaminant, Hazardous Substance, Hazardous Waste,

Household Hazardous Waste, Solid Waste, or other waste that Contractor has generated, collected, stored, transported, or disposed, arising out of or in connection with Contractor's performance of work. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607(e); Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq.; and California Health and Safety Code Section 25364, to defend, protect, hold harmless, and indemnify the Indemnitees from liability. This provision is in addition to all other provisions in this Agreement and will survive the end of the term of this Agreement. The liability of the Contractor is not limited to the limits of the policies of insurance provided.

- 5.6 **WARRANTY.** Contractor agrees that the Agreement is covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar services, or such other more favorable warranties as is specified in this Agreement. Warranties will be effective notwithstanding any inspection or acceptance of the work by City.
- 5.7 **ASSIGNMENT.** Except as to any payment due under this Agreement, Contractor may not assign or subcontract any part of the Agreement without City's written approval. Should City give consent, it will not relieve Contractor from any obligations under this Agreement and any transferee or subcontractor will be considered Contractor's agent.
- 5.8 **PERMITS.** Contractor must procure all necessary permits and licenses, and abide by all federal, state, and local laws, in the performance of this Agreement.
- 5.9 **INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. Contractor will be free to contract for similar services to be performed for other employers while under contract with City. Contractor is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Contractor as to the details of doing the work or to exercise a measure of control over the work means that Contractor will follow the direction of the City as to end results of the work only.
- 5.10 **COMPLIANCE WITH STATE LABOR CODE/PREVAILING WAGE.** CONTRACTOR acknowledges that this project is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that CONTRACTOR must comply with Chapter 1 and the regulations promulgated by the Department of Industrial Relations pursuant thereto (8 California Code of Regulations § 16000, et seq.) as though fully set forth herein.

- 5.10.1 Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 5.10.2 In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- 5.10.3 CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3080.5 concerning the employment of apprentices by CONTRACTOR or any subcontractor. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
- 5.10.4 For every subcontractor that will perform work on the project, CONTRACTOR shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and diligently taking corrective action upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages.
- 5.10.5 CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- 5.10.6 CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.
- 5.11 LEGAL HOURS OF WORK. Eight hours of labor shall constitute a legal day's work for all workers employed in the execution of this Agreement, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended. CONTRACTOR shall forfeit, as a penalty to City, \$25.00 for each laborer, worker or mechanic employed in the execution of the Agreement, by him or any subcontractor under it, upon any of the work hereinabove mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess

of eight hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

5.12 WAIVER. City's review or acceptance of, or payment for, work product prepared by Contractor under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Contractor's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

5.13 LEVINE ACT. This Levine Act provision only applies to contracts that are valued \$50,000 or over, or that are amended to be valued at \$50,000 or over. Contractor represents that it is familiar with the provisions of the Levine Act (Gov't Code § 84308), as amended from time to time, and hereby warrants that neither it nor any agent acting on its behalf has contributed more than \$500, in the aggregate, to any "officer" of the City of Chino Hills while a proceeding involving this Agreement was "pending," as those terms are defined in the Levine Act and its implementing regulations. Contractor further warrants that it will not make, or cause to be made, any contributions in violation of the Levine Act in the 12 months following the effective date of this Agreement and in the 12 months following the effective date of any amendment hereto that has the effect of increasing the value of the agreement to the Contractor. Contractor acknowledges and understands that a violation of the Levine Act is cause for termination of this Agreement.

5.14 INTERPRETATION/EFFECT OF CONFLICT. This Agreement was drafted in, and will be construed in accordance with, the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Bernardino County. In interpreting this Agreement, the main body of this Agreement takes precedence over the attached exhibits and supersedes any conflicting provisions in the exhibits. In the event of any inconsistency between the exhibits, the terms of Exhibit B (Compensation), and any subsequent amendments thereto, shall take precedence over the terms of Exhibit A (Scope of Services/Proposal), and any subsequent amendments thereto.

5.15 RELEASE OF INFORMATION.

5.15.1 All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 7920.000, et seq. Contractor, its officers, employees, agents or subcontractors, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

5.15.2 If Contractor or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the

right to reimbursement and indemnity from Contractor for any damages caused by Contractor's conduct, including the City's attorney's fees.

- 5.15.3 Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- 5.16 SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
- 5.17 ENTIRE AGREEMENT. This Agreement and its exhibits constitute the sole agreement between Contractor and City respecting provision of the services contemplated herein.
- 5.18 AUTHORIZED SIGNATORY: The person signing this Agreement on behalf of Contractor warrants that he/she is duly authorized to do so and to bind Contractor hereto.
6. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at: City of Chino Hills, Attn: City Clerk, 14000 City Center Drive, Chino Hills, CA 91709 and emailed to cityclerk@chinohills.org. All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at the contact information provided on the signature page of this Agreement.
7. FORM OF AGREEMENT; EXECUTION IN COUNTERPARTS. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date signed below.

CITY OF CHINO HILLS

(INSERT COMPANY NAME HERE)

(Name)
Mayor

(Signature)

ATTEST:

(Printed Name/Title)

Cheryl Balz
City Clerk

(Date)

(Date)

(Signature)

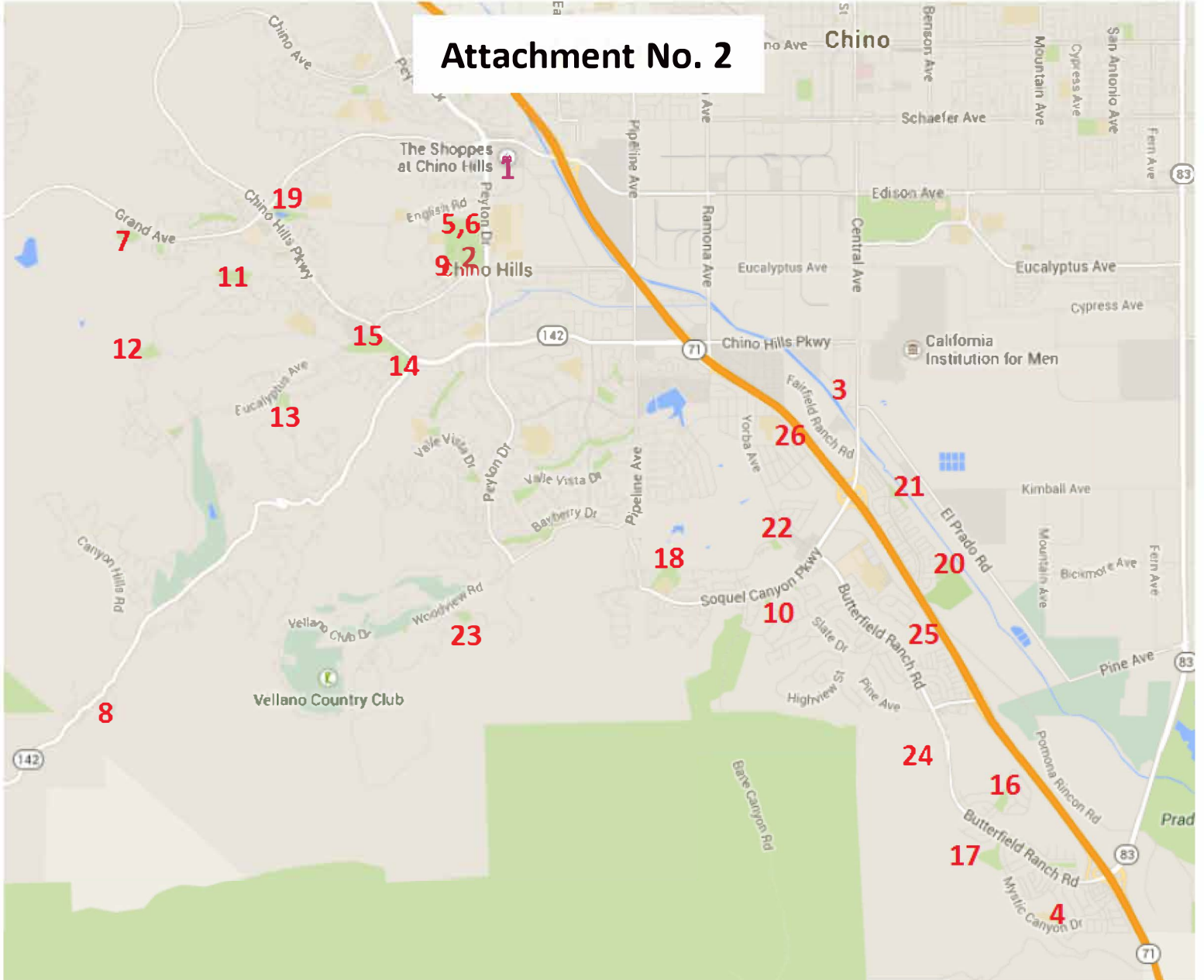
APPROVED AS TO FORM:

(Printed Name/Title)

Mark D. Hensley
City Attorney

(Date)

Attachment No. 2



Attachment No. 3
City of Chino Hills
Custodial Flooring Service Schedule
Carpet Cleaning

Location	Approximate Square Footage	Frequency	Method
<i>City Hall (43,620 SF)</i>			
4 Foot Walkways	5,200	Monthly	Spin Bonnet
5 Foot Walkways	6,500	Monthly	Extract
Council Chambers and Community Room	4,330	Monthly	Extract
Office Areas	32,790	Quarterly	Extract
Lobby Staircase	200	Bi-Weekly	Extract
Staff Staircases	400	Monthly	Extract
<i>Police Station (17,710 SF)</i>			
4 Foot Walkways	3,000	Bi-Weekly	Spin Bonnet
5 Foot Walkways	3,750	Bi-Weekly	Extract
Office Areas	13,960	Quarterly	Extract
<i>Library (24,400 SF)</i>			
4 Foot Walkways	4,400	Monthly	Spin Bonnet
5 Foot Walkways	5,150	Monthly	Extract
Office Areas	19,250	Quarterly	Extract
<i>City Yard (5,667 SF)</i>			
Hallways and Lobby	520	Monthly	Extract
Office Areas	5,150	Quarterly	Extract
<i>Mystic Canyon (220 SF)</i>			
Office Area	220	Monthly	Extract
<i>Sleepy Hollow (330 SF)</i>			
Office Areas	330	Annually	Extract
<i>Chino Hills Community Center (8,041 SF)</i>			
Banquet and Office Areas	8,041	Monthly	Extract

Attachment No. 4
City of Chino Hills
Custodial Flooring Service Schedule
Vinyl Floor Waxing

Location	Approximate Square Footage	Frequency	Method
<i>City Hall (7,810 SF)</i>			
All Areas	7,810	Quarterly	Strip and Wax
<i>Police Station (3,800 SF)</i>			
Report Writing Room	600	Monthly	Scrub and Wax
Report Writing Room	600	Bi-Weekly	Wax
Office Areas	3,200	Quarterly	Strip and Wax
<i>Library (1,420 SF)</i>			
All Areas	1,420	Monthly	Scrub and Wax
All Areas	1,420	Quarterly	Strip and Wax
<i>City Yard (3,060 SF)</i>			
Hallways, Lunch Room and Men's Restroom	2,500	Monthly	Scrub and Wax
Hallways, Lunch Room and Men's Restroom	2,500	Quarterly	Strip and Wax
All Other Areas	560	Quarterly	Strip and Wax
<i>Mystic Canyon (1,200 SF)</i>			
Class Area	1,200	Monthly	Strip and Wax
<i>Sleepy Hollow (1,220 SF)</i>			
Banquet Room	1,200	Annually	Strip and Wax
<i>McCoy Equestrian Center (2,990 SF)</i>			
McCoy Barn	2,990	Quarterly	Strip and Wax
<i>Chino Hills Community Park (110 SF)</i>			
Staff Office	110	Quarterly	Strip and Wax
<i>Grand Avenue Park (1,150 SF)</i>			
Meeting Room and Office	1,150	Monthly	Strip and Wax

Attachment No. 5
City of Chino Hills
Custodial Flooring Service Schedule
Tile Cleaning

Location	Approximate Square Footage	Frequency
<i>City Hall</i>		
All Areas	4,600	Quarterly
<i>Police Station</i>		
All Areas	3,400	Quarterly
<i>Library</i>		
All Areas	1,625	Quarterly
<i>City Yard</i>		
All Areas	900	Quarterly
<i>Community Center</i>		
All Areas	3,050	Quarterly
<i>Sleepy Hollow</i>		
All Areas	440	Annually
<i>McCoy Equestrian Center (Barn and Residence)</i>		
All Areas	4,100	Quarterly