



REQUEST FOR PROPOSAL

JANITORIAL SERVICES
FOR THE
SILLIMAN COMMUNITY ACTIVITY CENTER

Mandatory pre-bid conference and inspection tour:

8:30 a.m. Monday, March 18, 2019

Proposals due before 2:00 p.m., Tuesday, April 2, 2019

City of Newark
Department of Public Works
37101 Newark Boulevard
Newark, CA 94560

Point of Contact:
Tonya Connolly
Maintenance Superintendent
(510) 578-4802
tonya.connolly@newark.org

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NOTICE TO CONTRACTORS

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES FOR THE SILLIMAN COMMUNITY ACTIVITY CENTER

The City Council of the City of Newark invites sealed proposals for Janitorial Services for the Silliman Community Activity Center, City of Newark, Alameda County, California. Sealed proposals must be delivered to the Public Works Department of the City of Newark at 37101 Newark Boulevard, Newark, California, First Floor, before **2:00 p.m. on Tuesday, April 2, 2019.**

The scope of services is generally described as follows:

The work is generally described as providing all labor, cleaning equipment, and listed materials for janitorial services to the Silliman Community Activity Center and/or portions thereof in accordance with the contract documents.

The Request for Proposals (RFP) for the work may be obtained at the City of Newark Public Works Department, 37101 Newark Boulevard (First Floor), Newark, California, for a **nonrefundable fee of \$25 per set.** For information regarding obtaining plans and specifications or a list of plan holders, please contact Charlotte Allison at (510) 578-4452 or Tonya Connolly at (510) 578-4802. For all technical questions, please contact Tonya Connolly at (510) 578-4802 or tonya.connolly@newark.org.

There will be a Mandatory pre-bid conference and inspection tour at 8:30 a.m. on Monday, March 18, 2019 at the Silliman Community Activity Center (6800 Mowry Avenue, Newark).

The City of Newark reserves the right to reject any or all proposals and to waive any minor informalities, irregularities, and/or proposal non-responsiveness that does not influence the competitive nature of the proposal.

It is the City's intent to award the contract for this work by mid April 2019. Work on this project is scheduled to begin May 1, 2019.

Proposals will be evaluated based on a variety of factors, including, but not limited to, estimated cost for services, proposed methodology, quality control program, experience of staff, experience of management team, financial stability of company, quality of referenced work, and quality of equipment, tools, and uniforms. This information will be determined from the

submitted proposals and subsequent evaluation and negotiation process. After the process is completed, City Council award, if any, will be based on staff recommendation.

The City of Newark hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business and women owned business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, including perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in consideration for an award.

Dated: FEBRUARY 28, 2019

A handwritten signature in blue ink that reads "Sheila Harrington". The signature is written in a cursive style and is positioned above a horizontal line.

SHEILA HARRINGTON, City Clerk
City of Newark, Alameda County, California

Publish Dates:

March 5, 2019

March 12, 2019

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INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS

1. NOTICE INVITING BIDS

The City of Newark invites sealed proposals for Janitorial Services to the Silliman Community Activity Center, in the City of Newark, Alameda County, California. The work includes janitorial services for the following buildings and/or portions thereof:

1. George M. Silliman Community Activity Center, Phase I, 6800 Mowry Avenue
2. George M. Silliman Family Aquatic Center, Phase II, 6800 Mowry Avenue

Number of performance hours should be at minimum four and a half (4.5) hours per phase per night Monday through Friday to equal no less than forty (45) hours per week.

Number of performance hours should be at minimum of seven (7) hours per phase per night Saturday and Sunday to equal no less than twenty eight (28) hours per weekend.

A service agreement shall commence on or about May 1, 2019 through April 30, 2020, with the option to annually renew the contract. This contract may be extended for no more than five (5) consecutive one (1) year periods upon mutual consent of both parties in writing on or before 30 days prior to the beginning of the extension year.

2. DEFINITIONS

- A. Daily shall mean seven (7) days per week.
- B. Weekly shall mean one day per week. The days selected shall be determined by the Maintenance Superintendent.
- C. Bi-Weekly shall mean every other week. The days selected shall be determined by the Maintenance Superintendent.
- D. Monthly shall mean once per calendar month. Day(s) selected shall be determined by the Maintenance Superintendent
- E. Bi-monthly shall mean every other month. Dates selected shall be determined by the Maintenance Superintendent.
- F. Quarterly shall mean four times a calendar year. Dates shall be selected by the Maintenance Superintendent.
- G. Semi-annually shall mean twice per calendar year. Dates shall be determined by the Maintenance Superintendent.
- H. Contractor shall mean the vendor(s) awarded this contract.
- I. Bidder shall mean company submitting a proposal.
- J. City shall mean the City of Newark.

3. REQUEST FOR PROPOSALS AND CONTRACT DOCUMENTS

Contract Documents may be obtained at the City of Newark Public Works Department, 37101 Newark Boulevard (First Floor), Newark, California, **for a non-refundable fee of \$25.**

4. INSPECTION TOUR

A **mandatory** pre-bid conference and inspection tour of designated facilities for interested bidders will be conducted on **Monday, March 18, 2019** starting at 8:30 a.m. at the Silliman Community Activity Center (6800 Mowry Avenue).

The tour will be conducted by the Maintenance Superintendent.

There will be no additional tours.

5. PROPOSAL DATE, PLACE AND TIME

Sealed proposals must be delivered to the Public Works Department of the City of Newark at 37101 Newark Boulevard, First Floor, Newark, California, before 2 p.m. on Tuesday, March 26, 2019. Proposals will be reviewed and initial interviews will be scheduled for the first week of April 2019.

6. BIDDERS DEPOSIT

Proposals must be accompanied by cash, a cashier's check, or a certified check amounting to ten percent (10%) of the proposal, payable to the City of Newark. No other forms of surety will be accepted. If this proposal is accepted and the undersigned fails to enter into the contract within ten (10) days, not including Saturday, Sunday, and legal holidays, after the bidder has received notice from the City of Newark that the contract has been awarded, the City of Newark, at its

option, may determine that the bidder has abandoned the contract, and there upon this proposal, and the acceptance thereof shall be null and void and the security accompanying this proposal shall become the property of the City of Newark.

7. AWARD OF CONTRACT

The City of Newark reserves the right to accept or reject any and all proposals and to waive any minor informality, irregularities and/or bid non-responsiveness that does not influence the competitive nature of the bid. Proposals will be evaluated based on a variety of factors, including, but not limited to: estimated cost for services, proposed methodology, quality control program, experience of staff, experience of management team, financial stability of company, quality of referenced work, quality of equipment, tools, and uniforms. This information will be determined from the submitted proposals and subsequent evaluation and negotiation process.

The City may award this contract separately, for each building, as deemed to be in the best interest in the City. After the evaluation process is completed, Council award will be based on staff recommendation.

The City Council reserves the right to reject all proposals at its discretion and to reject the proposal of any bidder who has been delinquent or unfaithful in any former contract with the City of Newark. Award of contract to the successful bidder will be made within sixty (60) days after the opening of the proposals. If the first bidder selected as a successful bidder refuses or fails to execute the contract, the City of Newark may award the contract to the second successful bidder and such an award, if made, will be made within ninety (90) days after opening of the proposals.

8. LICENSES

The successful bidder shall submit a copy of his/her receipt or other evidence showing payment of a current City of Newark Business License.

9. BEGINNING OF WORK AND TIME OF COMPLETION

The duration of this contract shall be from May 1, 2019 through April 30, 2020. If both the City and the Contractor agree, this contract is renewable for four additional one (1) year periods. To be eligible for renewal, the Contractor must fully comply with the contract requirements.

Renewal contract prices for each annual renewal may be increased by the percentage equivalent to the San Francisco-Oakland-San Jose All Urban, All Terms Consumer Price Index as listed on the Bureau of Labor web page (<http://www.bls.gov/home.htm>) for the most recent twelve (12) month period available at the time of the renewal is being prepared. Each year's contract will be accepted annually and Notice of Completion issued. The renewed contract is considered a new separate contract which will be executed by both parties prior to the start of work. The Public Works Director will be authorized to execute a renewed contract on behalf of the City. Prior to City execution, a renewal contract requires compliance with license and insurance sections of these specifications.

10. INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The minimum scope of insurance coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (ED. 1/73) Covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0025).
2. Insurance Services Office form number CA0001 (ED. 1/78) covering Automobile Liability, Code 1 "Any Auto" and endorsement CA0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

The minimum limits of insurance the contractor shall maintain shall be no less than:

1. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the City, its officers, and employees; or, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense.

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

1. General Liability and Automobile Liability Coverage's
 - a. The City, its officers, employees, and volunteers are to be covered as "insured" as respects; liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or volunteers.
 - b. The Contractor's insurance shall be primary insurance as respects to the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the

City, its officers, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the City, its officers, employees, and volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurer's Insurance is to be placed with the Best's rating of A: VII. The Risk Manager of the City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that the City's interest is otherwise fully protected.

The Contractor shall furnish the City with certificates of insurance and with **original endorsements** affecting coverage required by this clause. **The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.** The City reserves the right to require complete, certified copies of all required policies, at any time.

Contractors shall include all subcontractors as insured under its policies or shall separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

The Contractor shall save, keep, and hold harmless the City, its officers, agents, employees, and volunteers from damages, costs, and expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act omissions of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be held liable for any accident, loss or damage to the work prior to its completion and acceptance.

If, through acts of neglect on the part of the Contractor, or any other contractor or subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have so sustained, the City shall notify the Contractor who shall indemnify and save harmless the City against such claims.

11. GENERAL

A. Care and Protection

The Contractor shall be entirely responsible for any damage to the City's property or loss incurred by the City from any causes attributable to the conduct of his/her work, and all such damages or loss will be repaired or made whole by the Contractor when and as directed by the City's representative, and as required to replace the property in as good condition as before the commencement of the work. If the City finds that the Contractor has not performed the repair or compensated the City for its loss on a timely basis, the City may, at its sole discretion and upon notice to the Contractor, cause the repairs to be completed, or loss to be recovered, and deduct the cost of such repair or recovery from the amount owed the Contractor, or from deposits held by the City.

B. Attorney's Fees

In the event either party in connection with this agreement brings suit, the prevailing party shall be entitled to receive court costs and a reasonable attorney's fee from the other party.

C. Preparation of Proposals

1. Proposals **MUST BE SUBMITTED ON THE ATTACHED PROPOSAL FORMS.** All quotations and notations must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and initialed in ink by the person signing the bid.
2. Quote each item separately as required on the bid form. Items of extra work must be detailed separately.
3. All quotations must be signed with the firm name and by an officer or employee authorized to obligate the form.
4. A bidder's proposal may be written at any time prior to the bid opening. No proposal may be withdrawn after proposals are opened. Withdrawal of a bid after bid opening may result in forfeiture of the bid bond or bid deposit and removal from the list of bidders qualified to bid upon City contracts.
5. Bidders are advised to become familiar with all conditions, instructions, and specifications governing this proposal. Once award has been made, failure to have read all the conditions, instructions, and specifications of this contract shall not be cause to alter the original contract, or for the bidder to request additional compensation.

D. Exceptions

Any bidder's exceptions to these terms or conditions or deviations from written specifications shall be shown in writing and attached to the proposal form. Exceptions or deviations do not automatically result in rejection, but shall be considered by the City when evaluating the proposal.

E. Bidder's Qualifications

The City shall be the sole and final judge of the bidder's qualifications to perform service and the City reserves the exclusive right to accept or reject any proposal as is deemed to be in the interest of the City, or to award the contract to one Contractor.

12. BIDDER EXPERIENCE

Each bidder must demonstrate a minimum of five (5) years of experience in janitorial contract work of the type and scope specified herein and must furnish a list of companies or public agencies currently being serviced by the bidder, including current contacts, and phone numbers.

13. QUALITY CONTROL, SUPERVISION, AND INSPECTION

As a non-waivable condition of contract, the Contractor will maintain all and each of the following:

A. Inspection and Supervision

1. Contractor shall provide systematic and adequate supervision over forepersons and supervisory personnel. A working lead (person with a minimum of two years of experience) shall be appointed and work at minimum 20 hours per week, including weekends.
2. Inspection of all serviced premises will be conducted by a supervisor employed by Contractor who is not part of the working janitorial crew(s). Inspections shall be performed before the start of City facilities' normal working hours. The non-working supervisor or foreperson will check and verify that all scheduled daily work has been completed. Inspections shall occur on at least a weekly basis, or as directed by the City's Maintenance Superintendent based on ongoing performance.
3. The Contractor shall designate one person who is readily available on weekdays between 8:00 a.m. and 5:00 p.m. to be the authorized liaison with the City. All communication shall be made through that person, except in emergency situations. Contractor shall notify the City of any changes to the authorized liaison within forty-eight (48) hours of the change.

B. Direction, Training and Instruction

1. All personnel employed by Contractor will be fully qualified to furnish services specified and to conform satisfactory to conditions of performance detailed in this contract.
2. Work Standards will be maintained to the satisfaction of the City, including the accurate and timely reporting on all activities, as required by the City.

C. Personnel and Labor

The Contractor shall furnish all necessary labor required for the efficient performance of all services specified in this document, including supervision to the full extent contained in these specifications, and such labor shall conform to the pertinent conditions of maintenance required.

Non-waivable conditions of contract shall be:

1. Ability to Communicate Effectively

Employees assigned to each location shall be fully capable of understanding written and oral instruction in English, to the satisfaction of the City.

2. Responsibility

All authority to employ and pay any person to provide services under this contract is the responsibility of the Contractor. The Contractor will, however, at the request of the City, immediately remove any employee who is not performing the work satisfactorily. Assignments of new and/or reassignment of current employees must be approved in advance by the Maintenance Superintendent.

Contractor's employees shall be fully trained and carefully screened for the ability to perform work and for character, with all legally approved means available. Contractor shall maintain a pool of qualified replacement personnel to cover absences, vacations, and vacancies.

3. Security

Any and all personnel used to perform work herein specified shall be covered by fidelity bond by a company authorized to issue such bonds in the State of California in the amount of \$20,000, and shall have a current clearance by a Department of Justice Clearance Report performed by the City of Newark, which is a fingerprint check and local criminal records check, before performing any work at any City facility. The cost to obtain a clearance check through the City of Newark is thirty-two dollars (\$32) per person and the Clearance Report will be performed at the Contractor's expense.

Contractor shall be responsible for investigating the background of employees performing work on this contract and shall not permit any person with a criminal record to work on City premises without the advance approval of the Maintenance Superintendent. The City reserves the right to accept/or reject personnel utilized by the Contractor as it deems appropriate.

Work will be performed only by permanently assigned employees having a minimum of six (6) months experience with the Contractor prior to being assigned work in a City building. (Transfers from other non-City of Newark assignments shall be acceptable in meeting this requirement.) Exceptions will not be made without the Maintenance Superintendent's prior approval and only under extenuating circumstances. Employees will carry identification cards, wear uniforms, and only work during authorized working hours. Contractor shall submit a roster of all employees listing name, assigned duties, and work area, on a

quarterly basis. Only employees assigned to work at individual facilities will be permitted in those facilities. Employees will not be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized employee.

Employees shall not remove any City property or personal property, equipment, monies, forms or any other items from the building other than designated solid waste, recycled materials, organics, and related items used for collection of said materials.

Employee shall not: engage in horseplay, exhibit loud/boisterous behavior, be under the influence of drugs/alcohol, gamble, or smoke in the facility.

Employees shall not turn on, or use any equipment within the facility, other than City or Contractor supplied janitorial equipment.

Employees shall not consume any food or beverage, other than that brought with or purchased by the employee.

Contractor's employees will be instructed as to the City of Newark's security procedures and will comply with same, subject to modification only by City personnel authorized to administer this contract.

Janitorial personnel will be instructed by the City in the proper operation of each type of intrusion alarm system. In the event janitorial personnel are responsible for causing a false alarm, Contractor will be back charged as follows:

Police Department response cost:

- First alarm in a 90-day period – no charge
- Second alarm in a 90-day period - \$55.00
- Third alarm in a 90-day period - \$105.00
- Fourth and each successive alarm in a 90- day period \$210.00

City maintenance personnel response:

- Labor cost (minimum two (2) hours) plus 100%
- Materials cost plus 15%

Contractor will be provided keys in sufficient numbers to assure access to the buildings. Contractor will be responsible for maintaining proper control of keys. Worn or non-functioning keys will be replaced at no charge. Lost keys will be replaced after the Maintenance Superintendent receives a City of Newark Police Report. Keys to the facilities held in the Contractor's custody shall be accounted for at all times. If the Contractor loses a building key(s), re-keying will be required at Contractors expense.

A \$500.00 deposit will be required for keys issued to the Contractor, at the end of the contract, if all keys issued are returned, the deposit will be refunded.

All employees of Contractor will depart from exit(s) designated by the Maintenance Superintendent.

4. Communications

Contractor will be available 24 hours per day, 7 days per week via cellular phone. In addition, Contractor will have the ability to send and receive e-mail and fax. Contractor shall notify City of any changes to Contractor's cellular phone, email, or fax within xx hours of the change.

D. Subcontracting

No work shall be subcontracted without written approval from the City. Any such subcontractor will be considered employees of the general janitorial contractor and required insurance provisions under the contract must also apply to the subcontractor and his employees. Subcontractors must be listed on the "List of Subcontractors" as provided in the Bid Proposal in this document and must be included and submitted with the proposal.

E. Safety

Contractor shall take all steps necessary to ensure the safety of its employees and City employees and to protect City property from damage. Contractor's employees will not smoke while working in any building or wear earphones.

Contractor shall comply with all applicable local, state, and/or federal safety regulations.

F. Supplies and Equipment

City will furnish the following paper and plastic products: hand towels, toilet tissue, seat covers, and plastic bags.

Contractor shall supply all other products and equipment required to perform the services called for in these specifications. All supplies and/or equipment used by Contractor must be approved by the Maintenance Superintendent. Contractor shall substitute supplies and/or equipment at the request of the Maintenance Superintendent. Contractor shall receive all supply deliveries and place in designated storage areas within a timely manner.

Acceptable Brands: All Bidders are requested to bid on the products specified below. The following is a list of the acceptable manufacturers/brands. Specific manufactures/brands, approved as equal to the acceptable list, may also be accepted by the City. Any brand that is used/approved must be compatible with existing dispensers. The City is requesting that all consumable products used must be a labeled "Green" or "Green Seal Certified" product available for a particular purpose. Additional information may be obtained from Alameda County Waste Management Authority (<http://stopwaste.org/preventing-waste/business/green-purchasing>).

- | | |
|-----------------------------|-----------------------------------|
| 1. Liquid Hand Soap | Green Select Foaming – HIL0039006 |
| 2. Liquid Hand Soap, Gallon | Green Select – HIL0037706 |

Contractor shall submit an inventory list of equipment, identified by make, model and serial number, which shall be stored on City's property and the location where each item is to be stored. City assumes no liability for Contractor's equipment stored on City premises.

Contractor shall provide up-to-date Safety Data Sheets (SDS) for each of the storage areas containing any products that are used and/or stored at any City facility.

Janitorial storage areas shall be kept clean and free of debris and odor at all times. All supplies and equipment shall be stored in a neat and orderly manner and in such a way as to prevent injury to City and Contractor employees.

NOTE: City has minimal storage in most buildings for supplies and equipment.

14. STANDARD OF WORK

City shall be the sole judge of quality of work and compliance with these specifications. All work must meet at least the following minimum standards before it will be accepted by the Maintenance Superintendent of the City of Newark. Any unsatisfactory work must be corrected before an invoice for any work will be paid. All standards of work must be maintained to the described level on an ongoing basis. Unless otherwise noted, the frequency of the scope of work described below shall be as necessary to maintain the listed standard on an ongoing basis.

- A. **WINDOWS:** Interior windows, sills, frames, casing, display cases, glass doors, mirrors and any other glass surfaces shall be free of all traces of film, dirt, smudges, cobwebs, water spots, and other foreign matter.

- B. **TRASH/SOLID WASTE:** Remove all trash from wastebaskets, cigarette butt receptacles, and other trash containers within buildings and designated grounds by transporting in a watertight cart to prevent staining of carpet and walkways, and return containers to their original location. Boxes, cans, and papers placed next to trash receptacle and marked "TRASH", or similar (such as "garbage"), shall also be removed. Plastic liners shall be replaced nightly with clean liners. If any leakage has occurred, the waste receptacle shall be thoroughly cleaned before inserting new plastic liner. Trash is to be kept separate from recyclables and organics and placed in the designated trash dumpsters, closing lids and gates, to prevent scattering. This work shall take place daily.

RECYCLING: Empty recycle boxes; paper (including cardboard), metal, bottles, cans, glass, and plastic containers are to be kept separate from trash and organics, and deposited into the recycle dumpster. This work shall take place daily.

ORGANICS: Empty organic containers; unpackaged food waste, paper plates, cups, napkins/towels, are to be kept separate from trash and recycling, and deposited into the organics dumpster. This work shall take place daily.

- C. **RESTROOMS, SHOWER ROOMS, AND LOCKER ROOMS:** The entire area is to be free of streaks, urine deposits, rust stains, scum, fungi, smudges, cobwebs, grit, soap film, odors or any other unsanitary or unsightly condition. Windows and mirrors shall comply with Subparagraph A above. All dispensers shall be refilled with the appropriate supplies, as needed. This scope of work is typically required

- D. **CARPETED FLOORS:** Thoroughly vacuum carpets with an industrial type vacuum cleaner, including corners, edges and stairs, and inspect same for spots. When spots appear, remove with an approved spot removing solution using the manufacturer's recommended techniques. The carpeted floors shall be free of all visible litter and soils. Chairs, trash/recycling/organics receptacles, and easily movable items shall be moved and the floor cleaned underneath. Any tears, burns, and unraveling shall be brought to the attention of the Maintenance Superintendent.

Anytime the City must notify the Contractor of carpet spots that were evident when the contractor last cleaned the building, but were not removed by the Contractor, a fifty dollar (\$50) minimum performance penalty will be administered.

- E. **UNCARPETED FLOORS:** All uncarpeted floors are to be vacuumed and/or swept then wet mopped with a non-toxic detergent solution. The entire floor surface, including corners and abutments, shall be free of litter, soils, dust and foreign matter, stains, streaks film, standing water, mop streaks, and splash marks. Chairs, trash/recycling/organics receptacles, and easily movable items shall be moved and floor cleaned underneath. Remove all wax deposits from furniture legs, cabinets, baseboards, and door jambs. Mops shall be rinsed and stored at the end of each shift.

- F. **DUSTING:** Including high ducting, remove all accumulated dust, cobwebs and debris from surfaces, corners, crevices in such a manner that it will not quickly resettle. Each blind slat shall be individually wiped.

15. PERFORMANCE PENALTY

Minimum fifty dollar (\$50) deduction may be imposed on the Contractor's next monthly invoice for payment for any work overlooked and any callbacks for poor performance. If the same incidence of poor performance takes place within a two-week period, a two hundred dollar (\$200) deduction will be imposed. In addition, a two hundred dollar (\$200) deduction will be imposed on the next monthly invoice for payment for failure to set a building alarm or lock exterior doors in applicable buildings.

If any theft, loss of property, or damage to City property occurs as a result of Contractor's employee failing to set a building alarm or lock exterior doors, Contractor will be responsible for replacing, repairing, or otherwise making whole.

16. PERIODIC/UNSCHEDULED SERVICE

Additional work will be performed only when specifically ordered by the Maintenance Superintendent.

17. ADDITIONS/DELETIONS/SUSPENSIONS/CANCELLATION

During the period of contract(s), areas requiring service on a daily, weekly, bi-weekly, monthly, bi-monthly, semiannual, and/or annual basis may be added or deleted as City's requirements may change. Changes for areas deleted will cease as of the day service is cancelled.

- a. Changes for areas added will start as of the day service commences. Such charges will be calculated according to rates bid.
- b. Services on certain buildings or portions of buildings may be suspended during contract period for changes of buildings use, furlough, or if the building is vacated. When services are suspended during contract period, payment will not be made for those portions suspended.
- c. Service on new or other City buildings may be added on a negotiated price basis at any time during contract.

NOTE: Charges for a period of less than one (1) month will be prorated on a daily basis on a thirty (30) day month.

Cancellation: Upon thirty (30) days written notice, either party of this service contract may cancel same. Notice of Cancellation should be addressed to: Office of the City Clerk (attn.: Tonya Connolly), 37101 Newark Boulevard, Newark, California, 94560. Notice of Cancellation directed to the Contractor will be made to the name and address as given on the Contractors bid unless otherwise specified.

18. CUSTODIAL WORK

Custodial work shall be performed according to the general Work Schedule for Janitorial Services attached to this specification and shall conform to the following schedule, (except where noted under Special Instructions on the WORK SCHEDULE):

Silliman Community Activity Center

6800 Mowry Avenue

Monday through Friday: 9:30 p.m. – 5:00 a.m.

Saturday: 7:30 p.m. – 5:30 a.m.

Sunday: 7:00 p.m. – 5:30 a.m.

City Holidays are as follows: New Year's Day, Martin Luther King Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day following, last work day before Christmas, and Christmas Day.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

County Holidays: New Year's Day, Martin Luther King Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day following, and Christmas.

Holidays are **SUBJECT TO CHANGE**

Special scheduling may be required at the Silliman Community Activity Center, and the outside restroom buildings which are open to public use at night and weekends.

A. Work Schedule and Conditions

Janitorial work shall be performed according to itemized Work Schedule for Janitorial Services (attached) provided for each City location.

1. Janitorial work shall be performed at the various City buildings one hour after normal work hours and completed at least one hour before commencement of normal work hours the following day, for each facility, except where noted under Special Instructions on Work Schedule.
2. Periodic service requested on a once per month basis shall be performed on the first working day of the month, or as agreed to by the City and the Contractor. Either Special Instructions on Work Schedule or mutual agreement between City and Contractor may override schedule(s).
3. The Contractor shall provide the Maintenance Superintendent with a written schedule showing the dates, and the locations for the cleaning of carpet, waxing or sealing floors, cleaning windows and window coverings. Sample copy is attached at the end of this specification.

B. Equipment and Procedures

The proper equipment will be used to accomplish the service needs per specification following manufacturers operating procedures.

The Maintenance Superintendent may remove from City property any equipment that appears to be in an unsafe mechanical/electrical condition.

Floor carpet cleaning will be Dry Cleaning, with Host, and scotch guarded.

Shampoo equipment will not be used on floor carpet at any time.

19. PAYMENTS

Monthly payments shall represent all work completed the previous month that was accepted by the City.

PROPOSAL TO THE CITY OF NEWARK

Name of Bidder: _____

Business Address: _____

City, State, Zip: _____

Telephone Number: Area Code () _____

LOCATIONS

The work to be done and referred to herein is at various locations in the City of Newark, County of Alameda, State of California.

1. George M. Silliman Community Activity Center, Phase I, 6800 Mowry Avenue
2. George M. Silliman Family Aquatic Center, Phase II, 6800 Mowry Avenue

CITY OF NEWARK
Public Works Department

BASE BID - UNIT PRICE SCHEDULE

	Estimated Hours to Perform Daily Work*	Charges Per Month	Charges Per Year
1. Silliman Activity Center, Phase I	_____	_____x12	\$_____
2. Silliman Aquatic Center, Phase II	_____	_____x12	\$_____

REGULAR SERVICES – TOTAL \$_____

*The estimated number of hours on the bid form includes time spent by all staff at the specific locations

Monthly Services or Less Often Duties

(Additional duties to be completed with prior approval by Maintenance Superintendent)

1. Silliman Activity Center, Phase I	\$_____
2. Silliman Aquatic Center, Phase II	\$_____

Periodic Work, All Services Total Per Year \$_____

SUMMARY ANNUAL COSTS

REGULAR SERVICES PER YEAR \$_____

PERIODIC WORK, ALL SERVICES PER YEAR \$_____

TOTAL \$_____

UNSCHEDULED SERVICES

Requested special cleaning work not paid for under regular or periodic services, such as vandalism, new construction clean-up, remodeling clean-up, or specialty request work, including all materials, labor, and equipment.

Special Cleaning

Janitor	\$_____ /hr. straight time
Utility person	\$_____ /hr. straight time
Carpet cleaner	\$_____ /hr. straight time

CITY OF NEWARK
QUESTIONNAIRE

Please list below companies or agencies currently being serviced by your firm.

<u>Company Name, Address, E-mail Address, Contact Person and Telephone Number</u>	<u>Job Description and Length of Service</u>
1. _____ _____ _____ _____	_____ _____ _____ _____
2. _____ _____ _____ _____	_____ _____ _____ _____
3. _____ _____ _____ _____	_____ _____ _____ _____
4. _____ _____ _____ _____	_____ _____ _____ _____

LIST OF SUBCONTRACTORS

The Bidder shall list the names and addresses of each subcontractor to whom the Bidder proposes to subcontract portions of the work in excess of one-half percent (0.5%) of the total bid or \$10,000 whichever is greater, in accordance with the Subletting and Subcontracting Fair Practice Act, commencing with Section 4100 of the Public Contract code. The Bidder’s attention is directed to other provisions of said act related to the impositions of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. Provide all information requested below. If none, so indicate.

If the Bidder fails to specify a Subcontractor, or if the bidder specified more than one Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (0.5%) of the Bidder’s total bid or \$10,000 whichever is greater, he/she agrees that he/she is fully qualified to perform that portion of work himself/herself, and that he/she will perform that portion himself/herself.

SUBCONTRACTOR NAME AND LICENSE NUMBER	ADDRESS	DESCRIPTION OF WORK SUBCONTRACTED	AMOUNT SUBCONTRACTED*

*Use cost amount representing actual work to be performed by the representative subcontractor

CERTIFICATION AND SIGNATURES

CERTIFICATION - GENERAL

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are part of this proposal.

MINOR INFORMALITIES

The City reserves the right to waiver minor informalities and/or non-responsiveness that does not influence the competitive nature of the proposal.

PROPOSAL FORM

The proposal form is not to be detached or removed from this bound set of specifications. The entire bound set of Specifications and Proposal are to be submitted to the City. If this Proposal is removed, the signature(s) of the Bidder constitutes acknowledgement that the set of Specifications used in preparing his/her bid is complete and the intent of the Bidder is to comply with all provisions of the Specifications. With this acknowledgement, the City will consider removal of the proposal from the bound set of specifications as minor-non-responsiveness on the part of the Bidder.

BIDDER'S GUARANTEE

Accompanying this proposal is a Bidder's Guarantee

- p Cash (\$_____)
 - p Cashier's Check (\$_____)
- (Check appropriate box)

Note: Cashier's Check receipt should be retained by Bidder.

ADDENDA

This proposal is submitted with respect to changes to the contract included in Addendum Number(s)

(fill in addendum number(s) if addenda have been received)

Warning: If addendum or addenda have been issued by the City and not noted above as being received by the Bidder, this proposal may be rejected.

NONCOLLUSION DECLARATION

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

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city],
California.

SIGNATURE BLOCK

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If the bidder or another person is a corporation, state the legal name of the corporation, also the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the true name of the firm, also the names of all individual copartners composing firm; if the bidder or other interested person is an individual, state the first and the last names in full.

SIGN HERE

Date: _____
Signature of Bidder

Business address: _____

Place of business: _____

Place of residence: _____

Form of company (circle one)

California Corporation Limited Partnership Other (specify) _____

NOTE: *Signatures of those executing Noncollusion Declaration must be properly notarized.*

AGREEMENT (SERVICE CONTRACT)
CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 20____ by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and _____, a [Enter business type here] ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Janitorial Services for the Silliman Community Activity Center

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

COMPENSATION.

A. "Not to Exceed" Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of _____ No/100 Dollars (\$000,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. Method of Billing. To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Attn: Tonya Connolly, Service Center
37440 Filbert Street
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. Payment. Upon receipt of an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. Consultant's Failure to Perform. In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

3. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and

expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

4. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

6. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

7. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and

state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

8. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

9. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

10. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

11. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, sub-consultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including products and completed operations, property damage, bodily injury, and personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim; \$2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers (“Additional Insureds”) are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant’s insurance and shall not be contribute with it. Consultant’s policy will not seek contribution from the City’s insurance or self insurance.
3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.
4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or sub-consultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or

determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Sub-consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence May 1, 2019 and shall expire April 30, 2020.

B. Notwithstanding the provisions of paragraph 16 Section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by Tonya Connolly, Maintenance Superintendent of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. **NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

	CITY OF NEWARK
Consultant	TONYA CONNOLLY
Address: _____	City of Newark
_____	Attn: Tonya Connolly
_____	37101 Newark Blvd.
_____	Newark, CA 94560

19. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. COVENANT AGAINST CONTINGENT FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

By _____
Consultant

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Unit Price Schedule

EXHIBIT B

PAYMENT

EXHIBIT C
QUALIFICATIONS

WORK SCHEDULE FOR JANITORIAL SERVICE

BUILDING AND LOCATION:

APPROXIMATE GROSS AREA: 68,710

Silliman Community Activity Center
Phase I and II
6800 Mowry Avenue

Hours of Work: Monday - Friday – 9:30 p.m. to 5 a.m.
Saturday – 7:30 p.m. to 5:30 a.m.
Sunday – 7:00 p.m. to 5:30 a.m.

Daily/WEEKLY/BI-WEEKLY DUTIES

Security: Close and lock all doors, windows, and set alarm upon completion of work

ITEM #	WORK DESCRIPTION	SPECIAL INSTRUCTIONS	FREQUENCY
A Waste Removal			
1	Trash (interior and exterior)	Empty into appropriate container (trash, recycling or organics), install new liners	Daily
2	Boxes, cartons, paper, bottles, cans, and plastic	Empty into recycling dumpster	Daily
3	Ash trays	Empty and clean	Mon/Wed/Fri
B Restroom Care			
4	Toilet bowls, urinals, seats (inside and out)	Clean and disinfect	Daily
5		Clean and disinfect	Daily
6	Sinks	Clean and disinfect	Daily
7	Showers, shower curtains, and doors	Clean and disinfect	Daily
8	Shower benches and pans	Clean and disinfect	Mon/Wed/Sat
9	Partitions and furnishings	Clean and disinfect	Daily
10	Counters/Baby Changing Table	Polish	Sat/Sun
11	Chrome	Clean and disinfect	Daily
12	Mirrors	Spot clean, dust, remove cobwebs	Sat or Sun
13	Walls	Wet mop with germicidal cleaner and	Daily
14	Floors and floor drains	pour one bucket down floor drain	Mon/Wed/Sat
15	Paper products/hand soap	Refill as needed	Daily
	Trash/sanitary napkin container	Empty, install new liners	Daily
C Floor Care			
16	Waxed areas (linoleum/tile)	Broom sweep, damp mop with germicidal cleaner, spot clean scuffs and spills.	Daily
		Vacuum dirt catchers (cracks, corners, etc.), clean baseboards and door jams	Sat/Sun
17	Carpet	Vacuum and spot clean	Daily
		Broom sweep, damp mop, spot clean scuffs and spills.	Daily
18	Entry slate	Vacuum dirt catchers (cracks, corners, etc.), clean baseboards and door jams	Mon/Wed/Sat
19	Resinous Floors	Wash	Daily
20	Aquatic Area – ceramic tile	Clean and disinfect	Daily

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Sunday – 7:00 p.m. to 5:30 a.m.

Daily/WEEKLY/BI-WEEKLY DUTIES

Security: Close and lock all doors, windows, and set alarm upon completion of work

D	Kitchenettes/Café		
21	Sinks, counter tops, all tables in lobby, Teen Center, Activity Center, and Child Care	Wash with germicidal cleaner	Daily
22	Refrigerators and stoves	Clean	Wed/Sun
23	Cabinets	Spot clean	Wed/Sun
24	Floors	Wet mop with germicidal cleaner	Daily
E	Furniture Care		
25	Working surfaces in galleria, tables, chairs, counters and couches	Wash and spot clean	Daily
F	Interior		
26	Walls and doors	Dust, remove cob webs	Bi-weekly on Sat or Sun
27	Sills and windows to 8' and office glass	Wash/squeegee dry	Monthly on Sat or Sun
28	Interior glass, entry doors, side glass to 8', includes Teen Center, Gym Entry, Exercise Room and side panels	Wash	Weekly on Wed and Sat
29	Mirrors in dance and fitness rooms	Wash and spot clean	Weekly on Sat or Sun
G	Exterior		
30	Entry glass and side panels to 8' Phase I and II	Wash	Weekly on Sat or Sun
H	Miscellaneous		
31	Drinking fountains	Clean and disinfect	Daily
32	Courtesy phones	Clean and disinfect	Wed/Sun
33	Teen patio, front and side entrances	Power wash	Monthly (Sat or Sun)
34	Dance Room and Gym	Dry mop (Court Clean)	Tues/Fri
35	Pool Deck	Auto scrub	Weekly on Sat or Sun

WORK SCHEDULE FOR JANITORIAL SERVICE

BUILDING AND LOCATION:

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6800 Mowry Avenue

Hours of Work: Monday – Friday – 9:30 p.m. to 5 a.m.
Saturday – 7:30 p.m. to 5:30 a.m.
Sunday – 7:00 p.m. to 5:30 a.m.

MONTHLY SERVICES OR LESS OFTEN DUTIES (to be scheduled with Maintenance Superintendent)

Security: Close and lock all doors, windows, and set alarm upon completion of work

A Waste Baskets			
1	Waste Baskets	Clean interior and exterior with germicidal cleaner	Quarterly
B Restroom Care			
2	Walls and lockers	Wash with germicidal cleaner	Monthly
3	Lockers (inside)	Wash with germicidal cleaner	Bi-Monthly
C Floor Care			
4	Waxed areas: linoleum, activity room, pre-school, child care, staff work room, and teen lounge	Completely refinish; strip floors and baseboards, clean, wax and machine buff. Do not wax within 6" of carpet or walls to prevent buildup	June and Dec
5	All Locker Rooms	Strip floors and clean grout, detail showers	June and Dec
6	Drains	Flush all drains with enzyme	Weekly
7	Carpets	Dry clean with host (spot clean as needed)	Feb and Sept
D Interior			
8	Blinds, air registers	Vacuum/clean	Quarterly (Jan/ April/July/ and Nov)
E Kitchen			
9	Walls and woodwork cabinets (all rooms including meeting, activity, pre-school, and teen lounge)	Wash	Quarterly (Jan/ April/July/ and Nov)
F Miscellaneous			
10	Frontage (all sidewalks)	Power wash	June and Dec
11	Gym walls	High dusting	December
12	Interior/Exterior windows	Wash	June and Dec