



REQUEST FOR PROPOSAL

FOR

JANITORIAL SERVICES CITYWIDE

RFP No. 1167



**Public Services Department
Maintenance**

CITY OF COSTA MESA

Released on April 4, 2014

**JANITORIAL SERVICES CITYWIDE
REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract to provide complete professional Janitorial Services Citywide. The service provider must be reputable, bonded and capable of furnishing required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor and supervision necessary to provide superior interior cleaning and building maintenance services for all of the City of Costa Mesa facilities as defined in this RFP document. The intent in soliciting proposals is to obtain cost savings and to allow for a competitive process while maintaining a high quality of janitorial services.

The City currently has 10 buildings at various locations. The number of locations is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of services(s). The successful contractor will be required to provide quality service with minimal call backs for service.

To be considered as responsive, offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful offeror will satisfy all of the objectives and service specifications in the most cost-effective and efficient way possible as outlined in this document.

The term is expected to be for five (5) years with three (3) one-year options to renew. If mutually agreeable to both parties, the Agreement may be extended on a year-to-year basis. However, in no case shall the renewal extend beyond eight (8) years from the date of award of the original Agreement. The extension shall be in written form as an amendment to the Agreement. This contract will commence on the date the agreement is approved and awarded by City Council.

Option to Extend: The City may, at its option, and with the approval of the Contractor, extend the term of the Contract for three (3) additional one-year terms, as deemed beneficial to the City, for a total contract period of eight (8) years. Contractor shall be notified in writing of the City's intention to extend the Contract term at least sixty (60) calendar days prior to the expiration of the Contract.

Cost Adjustment: The Contractor may apply for a cost adjustment after the first contract year. In order for the rate adjustment to be considered by the City, the Contractor shall be in full compliance with all of the performance standards as established by this Contract. The rate may be adjusted by the Contractor as provided herein solely on the basis of the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles, Riverside, Orange County, provided, however, that those adjustments in rates based solely on the change in CPI-U will not exceed five (5) percent per annum. The Contractor assumes all risks associated with increased costs of service not reflected in the rate adjustments. The Contractor shall use the CPI-U for the most recent twelve month period prior to the contract’s anniversary date to

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$98 million and a total of over \$109 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	04/04/14
MANDATORY Pre-Proposal Meeting & Job Walk	04/10/14 @ 9:00am
Deadline for Written Questions	04/15/14
Responses to Questions Posted on Web	04/21/14
Proposals are Due	04/28/14 by 09:59am
Interview (if held)	05/20/14
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

Pre-Proposal Conference and Job Site Walk: A MANDATORY pre-proposal conference and job site walk will be held on **Thursday, April 10, 2014 at 9:00am** in the City Council Chambers 77 Fair Drive, Costa Mesa, CA. 92626. A pre-proposal meeting is held to allow for questions and clarifications concerning the City’s RFP process and subsequent contract award. In order to provide comprehensive answers and minimize response time, Offerors(s) will be asked to submit questions in writing prior to the meeting. Questions can be e-mailed to kimberly.wilson@costamesaca.gov.

Job Walk Site Visit: The site inspections will allow the prospective proposers to become familiar with all conditions that may affect the performance and cost of the contract. Offerors should be familiar with the proposal prior to attending the informational meeting and the job walk.

A map of site locations is available in the solicitation (cite the document; APPENDIX G, Attachment 6). Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

NOTE: The informational meeting and inspection of the facilities are **mandatory**. Any proposals received from contractors who did not attend the pre-proposal meeting and the site inspections will be declared nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

3. SCOPE OF WORK

The purpose of this specification is to define the janitorial services requirements for various facilities owned and operated by the City of Costa Mesa that are included in this contract. The objectives of the City are to secure a timely, consistent, and cost effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the City. The work covered in this specification includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

GENERAL REQUIREMENTS/PROVISIONS

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the building. The description of each service area is to be used as a guideline for the Custodial/Janitorial Services contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Custodial/Janitorial Services contractor.

The intent of this specification is to define the janitorial services requirements for various facilities owned and operated by the City of Costa Mesa included in this contract. **On the Job Specification Pages for each facility (See APPENDIX G, Attachment 4) both the task descriptions and the number of days per year that each task is to be performed are itemized.** From that information and a mandatory job walk/inspection of each facility except Police and Communications facilities, the potential contractor is required to provide the Monthly Labor Hours and cost per task, per facility, with a total for each to be entered on the appropriate line at the end of the page. The offeror will then provide a grand total for all Monthly Labor Hours and costs for all facilities combined on the Pricing Recap Sheet for All Sites. All measurements provided are approximate and should be confirmed by the Offeror.

Notwithstanding any other provisions of this proposal, the Custodial/Janitorial Services contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, labor, and materials.

Contractor is to be aware of the California Labor Code Section 1060 - 1065, regarding displaced janitors. It is the Contractor's responsibility to review this legislation and be familiarized with its content and respond accordingly as directed in the RFP (See APPENDIX G, Attachment 5).

Subcontracting: No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Requests to subcontract all or any portion of services required by this contract will be submitted to the City's Facilities & Maintenance Supervisor, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work. *Contractor shall bear the expense of any subcontractor background checks.*

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

PERFORMANCE STANDARDS

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include, but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

- A. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- B. The City's Facility Maintenance Supervisor or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The City's Facility Maintenance Supervisor shall also notify the Contractor of written complaint(s) received from building occupants.
- C. The City's Facility Maintenance Supervisor or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.
- D. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The City's Facility Maintenance Supervisor or designee shall have authority to classify a complaint as major or minor.
- E. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc.

Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.

- F. Proof of performance and adherence to specifications shall be upon the Contractor. Support such as test results, technical data, or other pertinent information shall be supplied by the Contractor at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.

- G. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the City's Facility Maintenance Supervisor may exercise the City's right to terminate for default.
- H. Failure of the Contractor to appear on any scheduled workday without the advance approval of the Facility Maintenance Supervisor, or his designee, shall result in the deduction of the total daily cost for that location.
- I. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

Expectation: The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

Frequency: Janitorial services shall be provided five (5) days per week in the evening (Monday through Friday) excluding City-recognized holidays. The work schedule for completing daily services requirements is defined in the Janitorial Specifications for each location (See APPENDIX G, Attachment 4). The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The contractor shall in no way interfere with the normal work of City employees.

Holidays: The following ten (10) days are City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Maintenance Services will provide a schedule of which building will require holiday service.

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

NOTE: It is expected that the awarded contractor shall make he/she aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of City business.

Changes: Changes in the areas serviced and/or specifications may be necessary during the

term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the City and the Contractor. All such changes will be processed through the purchasing department. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

Deficient Performance: City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Maintenance Services Manager to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the City of Costa Mesa.

CONTRACTOR'S RESPONSIBILITY

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- 1) adherence to schedules
- 2) maintenance or replacement of cleaning equipment
- 3) notifying City of any personnel changes
- 4) training of new personnel

A. Supervisors

The Contractor shall provide qualified English speaking supervision in all areas of operations. The supervision shall work with City of Costa Mesa personnel in planning and scheduling

work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract.

The Contractor shall designate in writing to the City's Facility Maintenance Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective

actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the contract supervisor. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Facility Maintenance Supervisor, for repeated non-compliance of these requirements.

Contractor shall meet in conference with the City's Facility Maintenance Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (City staff will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one-month period shall be reviewed by the City's Facility Maintenance Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.

B. Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Facility Maintenance Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

1. **Background Check**: The Contractor's employees who will work in buildings owned by the City of Costa Mesa shall be required to be cleared through the City of Costa Mesa Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Costa Mesa Purchasing Supervisor, the Contractor must supply personnel information within ten (10) working days.
2. **Health**: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

3. **Identification and Uniforms:** All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.
4. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
5. **Supervision:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
6. **Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
7. **Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

C. Employee List

The Contractor shall provide to the City's Facility Maintenance Supervisor or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Facility Maintenance Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the City's Facility Maintenance Supervisor, unless it is after hours, then the next business morning shall be acceptable.

D. Removal of Staff

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

E. Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

F. Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

G. Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

H. City & Personal Property of City Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Facility Maintenance Supervisor within twenty-four (24) hours.

I. Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '9-911') and notification to the Costa Mesa Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

J. Hours of Work

The Contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

K. Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Maintenance Services Manager, or his designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Maintenance Services Manager, or his designee.

1. **Security**: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Maintenance Services Manager or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.
2. **Keys**: The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.
3. **Alarm System**: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

4. **Damages**: The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.
5. **Protection & Restoration**: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
6. **Removal of items**: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Costa Mesa in writing.
7. **Energy Conservation**: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures **ONLY IN THE AREAS** where work is in progress, and turning off all lights when work is completed.

L. Employee Training Program

The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

1. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
2. Specific location training. Please note that staff assigned to the Jail will require additional training, both for police procedures and in cleaning techniques;
3. Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements;
4. All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the City within 24 hours of a request.

M. Safety Program

The Contractor shall submit to the City, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:

1. Safe work habits
2. Safe use of cleaning chemicals (right-to-know) MSDS Sheets

3. Safe use of cleaning equipment
4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
5. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
6. Recognizing hazardous or other materials, which are not allowed for use in this contract

N. Safety Procedures

All cleaning chemicals shall be stored in properly labeled containers at all times.

1. The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
2. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be submitted to the City's Facility Maintenance Supervisor.

O. Tools & Equipment

The contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The City of Costa Mesa reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

P. Materials & Supplies

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property or which may be a risk to employees, the public, or others using City facilities.

The Custodial/Janitorial Services contractor shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment. Material Safety Data Sheets (MSDS) must be on-site and

available for all chemicals stored and used within a service area on the first day of the contract.

The Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers. The City would prefer the use of “Green Seal or other non-hazardous/biodegradable cleaning products in all of its buildings where possible.

The City will supply all toilet paper, paper towels, toilet seat covers, sanitary napkins and disposable bags, hand soap, and urinal screens to the Custodial/Janitorial Services contractor. All supplies remain property of the City and may only be used at the specified site. City shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.

Janitorial closets located in City facilities will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor’s employees. The Contractor will be required to sign out for City supply items. Usage of the City supply items will be closely monitored by the City’s Facility Maintenance Supervisor, any unauthorized usage of City supply items by the Contractor will be grounds for immediate termination of the contract.

Q. Cleaning Schedule

1. Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility (see specific information on hours for each location listed in APPENDIX G ATTACHMENT 2. These times are subject to change under the direction of the City’s Facility Maintenance Supervisor.
2. The Contractor shall provide the City’s Facility Maintenance Supervisor a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
3. In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 p.m. All cleaning shall be completed before the start of next normal business day.
4. The Contractor shall maintain a schedule for floor stripping, waxing, carpet cleaning and hot water extraction for all City facilities, and provide to the City’s Facility Maintenance Supervisor a copy of the monthly completed and scheduled work on the first workday of every month.
5. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the City’s Facility Maintenance Supervisor a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the quarterly completed work on the first workday following completion of work.

CITY'S RESPONSIBILITY

Contract Administration: The City of Costa Mesa Maintenance Services Division staff will be responsible for administering this contract. Staff will inspect and approve services provided for compliance to the specifications prior to payment. Questions may be directed to Doug Lovell at (714) 654-5299

Inspections: The Facility Maintenance Supervisor or his designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful Contractor(s) shall submit the following items to the City's Facilities & Maintenance Supervisor or designee *within thirty (30) days of initiation of the contract award*:

- A. Complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the City's Facilities & Maintenance Supervisor or designee;
- B. Schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;
- C. Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, how each will be used, and the Green Seal Standards (if applicable) that are met;
- E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;
- F. The contractor is required provide security checks for all personnel assigned to work under this contract. Security checks will be to coordinate Costa Mesa Police Department will run security checks of all personnel assigned to work under this contract. The records check will include finger printing; Department of Justice wanted persons system, California Driver's License check, Orange County Sherriff warrant check and review of any local record. The Contractor will be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by the contractor. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check. *The following information must be provided to the Facilities Maintenance Supervisor or designee no less than 30 days prior to any employee's start of work:*
 - a. Full Name
 - b. Social Security Number
 - c. California Driver's License or ID number
 - d. Birth Date

- e. Address
- G. Enter into a Professional Services Agreement (PSA) with the City of Costa Mesa. The PSA will be submitted to City Council for approval with the award of the contract.
- (Items H through K are required within ten (10) working days from notice of award)**
- H. City of Costa Mesa business license;
- I. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the City of Costa Mesa as an additional insured (see APPENDIX B, Section 5 of the Sample Professional Services Agreement for detailed insurance requirements).
- J. Provide a completed and signed W-9 form for your company.
- K. Proposal Security – Awarded contractor shall submit a proposal security in the form of a certified check equal to 10% of the first year contract or a surety performance bond issued by an admitted surety insurer authorized to conduct business in the State of California. A Fidelity Bond in the amount of \$25,000 is also required from the awarded contractor.

4. PROPOSAL FORMAT GUIDELINES

Familiarization of Scope of Work

Before submitting a proposal, each offeror shall familiarize themselves with the Scope of Work, laws, regulations and other factors that may affect contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment for lack of such familiarization, other than that as provided within the subsequent Contract.

Compliance with Laws

All proposals shall comply with current federal, state, and other laws relative thereto.

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed using a 12-point font size. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, a work plan, products, staffing, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.
7. Submit approach and understanding of requirements. Provide a detailed transition plan to begin services within 30 days after contract award.
8. Provide a detailed list of type and quantity of equipment that will be utilized at each location in the performance of this contract. The submitted equipment shall be kept current and operating in all facilities at all times for the life of the contract.
9. Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature.

Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.

10. Detailed written work plan, which shall include the following:
 - a. Backup staffing plan to cover absenteeism, vacations, etc;
 - b. The number and level of supervisors proposed;
 - c. The type and quantity of equipment to be used per building;
 - d. Submit Employee background check procedures and security procedures.
 - e. Provide an employee handbook or supporting documents that details employment benefits for janitorial employees such as paid holidays, vacation time and accrual rates, health benefits and any additional benefits that are available.
 - f. Provide information on your safety program and how employees are trained.
11. Response to Proposal Questions (APPENDIX G, Attachment 1).
12. The Offeror should provide details of how they will comply with the California Labor Code Section 1060-1065 (Displaced Janitor Opportunity Act, see APPENDIX G, Attachment 5).
13. **LABOR REGULATIONS:** The contractor shall comply with all applicable requirements of the California Labor Code.
14. **LABOR STRIKE:** Contractor shall be responsible for its own labor relationships and shall negotiate and be responsible for resolving any and all disputes between itself and its employees or any union representing its employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, will delay, or threatens to delay, the timely performance of services under this contract, Contractor shall immediately give written notice thereof to the City's Facilities & Maintenance Supervisor, or his designee. It shall be the Contractor's responsibility to provide continuous services, without interruption, to all buildings and facilities specified herein throughout the term of the contract. In the event of a labor strike, Contractor shall provide the means, at Contractor's expense, to provide continuous services in full compliance with contract requirements. Failure to do so will cause the City to take whatever action is necessary to provide the services. If, in doing so, City incurs costs in excess of those that would have been paid to the Contractor for the same services, these excessive costs shall be paid by the Contractor.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.

Number of employees employed full time. **When contacting your firm, contractor's personnel must be immediately available (answering machines or answering services are not acceptable).** List the names, phone numbers, and e-mail addresses for the following: Assigned supervisor (for proposed contract); name and phone number of inside representative; customer service representative for problems/questions; accounts receivable representative for problems/questions.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

Submit a list of contracts that have not been renewed or have been terminated in the past five (5) years. List names, addresses, telephone number and contact persons.

If offeror or individual is totally or partially owned by another business organization that will be providing services, supplies, material or equipment to offeror or in any manner does business with offeror under this agreement, a detailed statement of the aforementioned should be included in the proposal.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration**

with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit One (1) original, Five (5) hard copies plus One (1) disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 09:59 A.m. (P.S.T) on Monday, April 28, 2014 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa
 City Hall
 Office of the City Clerk

77 Fair Drive
 Costa Mesa, CA 92628-1200
 RE: JANITORIAL SERVICES CITYWIDE

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Kim Wilson, RFP Facilitator

Kimberly.Wilson@Costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than Monday, April 21, 2014. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. **EVALUATION CRITERIA**

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

3. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for Tuesday, May 20, 2014 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff

recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

Bonding Requirements

Performance Bond: The successful Contractor will be required to furnish a performance bond equal to 10% of the amount of the first year contract. Said bond is to remain in full force and effect for the duration of this Agreement and for sixty (60) days from the termination of this Agreement. This security shall guarantee faithful performance by the Contractor of all of Contractor's obligations and responsibilities under this Agreement. Include a copy of bond endorsement affecting such coverage from another account or provide a letter from the surety company stating that your firm is bondable for the limit required if awarded the contract. The entire cost of the bond shall be borne by the Contractor. Contractor agrees to deliver an executed and notarized Performance Bond to the City within 10 working days after notice of award.

Fidelity Bond: The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the

limit required (minimum of \$5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the CITY as the insured obligee, or include an endorsement naming the CITY as an additional obligee and providing for customary property coverage in favor of the CITY. If the CONTRACTOR does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the CITY.

Liquidated Damagers

Once the work has commenced, should the Contractor fail to perform, as specified, the services required and agreed to, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Contractor shall agree to the following liquidated damages:

1. Should trained personnel not report to provide the services required by the contract, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the on the Contract or Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.
2. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.
3. Liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

Liquidated Damages: Failure of the Contractor to respond to problems referred to them by the City within the time limits established above shall result in the following deductions from invoiced payments:

- a) Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
- b) Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);
- c) Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
- d) Continued reporting of major and minor compliance failures of 5 or more for any month will result in a **10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST**;

- e) Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a **10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST** on the next payment. (Inspection reports will be discussed weekly between the Contractors' Project Manager and the City's Facility Maintenance Supervisor or designee such that the Contractor will be informed by the City of the aforementioned process.

These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

Lack of Funding

The City may need to amend the terms of this contract in the event that budgetary funding is reduced or discontinued. The Contractor shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to reduction or termination.

Laws Governing Contract

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

APPENDIX A



REQUEST FOR PROPOSAL
Janitorial Services Citywide
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

SAMPLE PSA

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering

services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy

limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant'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.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way,

the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

 Tel: _____
 Fax: _____
 Attn: _____

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Tel: (714) 754-
 Fax: (714) 754-
 Attn: _____

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall

be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation,

Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors,

pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or

accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Date: _____

[Mayor or Chief Executive Officer]

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

**EXHIBIT B
CONSULTANT'S PROPOSAL**

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE

EXHIBIT F
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after April 4, 2014.

OR

I certify that Proposer or Proposer's representatives have communicated after April 4, 2014 with a City Councilmember concerning the *Janitorial Services Citywide* RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

JANITORIAL MAINTENANCE PRICING SUMMARY

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

BUILDING	ADDRESS	MONTHLY LABOR HRS.	MONTHLY COST	ANNUAL COST
Balearic Community Center	1975 Balearic Dr.		\$	\$
City Hall	77 Fair Drive		\$	\$
Communications Center	79 Fair Drive		\$	\$
Corporation Yard (Old)	2300 Placentia Avenue		\$	\$
Corporation Yard (New)	2310 Placentia Avenue		\$	\$
Downtown Recreation Center	1860 Anaheim Avenue		\$	\$
Neighborhood Community Center	1845 Park Ave.		\$	\$
Police Facility	99 Fair Drive		\$	\$
Police Substation	567 W. 18th St.		\$	\$
TOTAL:		\$		\$

Total Estimated Annual Price

\$

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

APPENDIX G

Attachments 1-6

Attachment 1 – Questionnaire/Requirements for Janitorial Services

Attachment 2 - Work Site Locations

Attachment 3 – Definitions

Attachment 4 – Job Specifications

Attachment 5 – California Labor Code Sections 1060-1065

Attachment 6 – Site Map for Janitorial Services

Attachment 1

QUESTIONNAIRE/REQUIREMENTS FOR JANITORIAL SERVICES

In addition to the written proposal that demonstrates the Offerors understanding of the RFP, each offeror shall also provide the following information. Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

- 1) What sets your company apart from the rest? Why should Costa Mesa utilize the services from your organization?
- 2) Describe your firm's qualifications to provide the service specified in this RFP. Provide the firm's vision and mission statements, and key services offered.
- 3) What are some of your firm's professional affiliations and accreditations?
- 4) Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.
- 5) Has your organization ever failed to complete any work awarded to it?
- 6) What will be the mode of communication between onsite staff, shift leads, management and City of Costa Mesa staff?
- 7) What will be the corrective action procedure to ensure that problems are solved quickly and not repeated?
- 8) Describe your firm's established "proactive" Quality Control program that you will be providing to the City to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.
- 9) Provide details on how your firm will meet the requirements of California Labor Code 1060-1065 Displaced Janitor Opportunity Act. How many employees do you plan to hire or retain to provide the services specified in this RFP?

- 10) Will there be a dedicated site/account supervisor and what will be the duties and responsibility of this position? Will that person be responsible for other accounts/contracts?
- 11) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.?
- 12) Include a summary of your firm's training and injury/illness prevention and safety programs.
- 13) Is your firm planning to subcontract portions of the work? Yes ____ No _____. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.
- 14) Please provide a detailed list of the equipment that will be used to complete the requirements of this contract. Will there be equipment stored on site to perform the day to day duties?

What chemicals will be used in the course of cleaning? Please provide a detailed list of the product and their purpose. Do any of these chemicals conform to green cleaning methods as described in Green Seal Standards and the U.S. Green Building Council?

Attachment 2

CITY OF COSTA MESA LOCATIONS FOR JANITORIAL SERVICES

- A. **City Hall Building (1st through 5th Floors)**
77 Fair Dr. Costa Mesa, CA 92626

- B. **Police Department Building (Basement through 2nd Floor)**
99 Fair Dr. Costa Mesa, CA 92626

- C. **West Side Police Substation (1 Floor)**
567 W. 18th Street, Costa Mesa, CA 92627

- D. **Telecommunications Building**
79 Fair Dr. Costa Mesa, CA 92626

- E. **Downtown Recreation Center**
1860 Anaheim Ave. Costa Mesa, CA 92627

- F. **Balearic Community Center**
1975 Balearic Dr. Costa Mesa, CA 92627

- G. **Neighborhood Community Center**
1845 Park Ave. Costa Mesa, CA 92627

- H. **Old Corporate Yard – Warehouse/Fleet Building**
2300 Placentia Ave. Costa Mesa, CA 92627

- I. **New Corporate Yard – Building A - Parks**
2310 Placentia Ave. Costa Mesa, CA 92627

- J. **Costa Mesa Senior Center**
695 W 19th St. Costa Mesa, CA 92627

Fire Stations - Annual Deep Cleaning

- A. Fire Station # 1**
2803 Royal Palm Drive Costa Mesa, CA, 92626
- B. Fire Station # 2**
800 Baker Street, Costa Mesa, CA, 92626
- C. Fire Station # 3**
1865 Parka Avenue, Costa Mesa, VCA, 92627
- D. Fire Station # 4**
2300 Placentia Avenue, Costa Mesa, CA, 92627
- E. Fire Station # 5**
2450 Vanguard Way, Costa Mesa, CA, 92626
- F. Fire Station # 6**
3350 Sakioka Drive, Costa Mesa, CA, 92626

Attachment 3

DEFINITION OF TERMS

Buff: Remove all marks using floor machine equipment with polishing pad to maintain floor luster.

Carpet Extraction: Shampoo carpeting using wet extraction machine method.

Clean: Remove all dirt, stains and marks with approved cleaner.

Daily: Work to be performed each and every day of the week.

Damp Mop: Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.

Damp Wipe: Remove surface dirt with damp cloth.

Disinfect: To cleanse in order to destroy disease and germs.

Disinfectant: A germicidal cleaner for germ control.

Dust: Remove all loose dirt and debris. Specially treated cloths shall be used.

Machine Strip: Remove all surface dirt, stains, and wax with warm water, floor cleaner or germicidal disinfectant; dry with vacuum or mop.

Mop: Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.

One Day: 24 clock hours

Polish: Machine polish or rub with dry cloth.

Refinish: Apply proper floor coating (wax on polish or sealer) and buff.

Sanitize: To cleanse free from dirt and bacteria.

Scrub: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.

Strip: Remove all accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.

Sweep/Dust Mop: Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.

Vacuum: Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.

Wash: Remove all dirt, stains, and marks with approved cleaner; rinse and dry.

Wax: Apply appropriate number of coats of approved floor finish.

Attachment 4

JOB SPECIFICATIONS

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the building. The description of each service area, below, is to be used as a guideline for the Custodial/Janitorial Services contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Custodial/Janitorial Services contractor.

JANITORIAL MAINTENANCE SPECIFICATIONS CITY HALL SERVICE SCHEDULE - Monday - Friday, after 5:30 P.M.

Description – (73,341 total square foot)
First Floor – 24,453 sq. ft.
Front Lobby, Two Elevators, Men’s and Women’s restroom, All work spaces within City Clerks area, Finance Department, Conference rooms 1a, 1b, 1d, Council Chambers, I.T. office area.
Excluding: Janitorial in - MIS server room; print shop; secured Vault areas in I.T. & Treasury, Finance and City Clerk area; Conference Room 1C, Mechanical Room and cleaning of desks. (Excluded 13,000 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
 Spot clean interior & exterior entranceway door glass, push plates and handles.
 Clean both sides of partition glass using an approved window cleaner.
 Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
 Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.
 Dust mop hard floors with a chemically (city approved) treated dust mop.
 Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
 Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
 Completely clean dust mop & polish bright work in elevators.
 Spot clean soiled walls and fixtures.
 Clean conference room tables. Place chairs neatly around table and room perimeter
 Clean dry erase boards.
 Clean exterior and interior of microwave and disinfect counters and sinks in break room.
 Clean and polish drinking fountains.
 Service, empty and clean exterior (at building entrances) trash receptacles.

Weekly Activities

Dust low areas up to six foot in height.
 Damp mop all hard surface floors / clean mop splatter on walls.
 Use shampoo system to remove large soil spots and dry.
 Disinfect all door handles.
 Spot clean around wall switch plates, doors, doorframes and counters.
 Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.
 Chemically treat all waterless urinals on Friday evenings with approved chemical.
 Surface clean carpets as needed.
 Clean and dust of Council Chamber Dias horizontal and vertical wood surfaces, podium and staff tables on Monday.

Monthly Activities

Vacuum upholstered seating.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents & air deflectors.
 Dust, mop and spot clean Fire Stairs, railings and ledges.
 Machine scrub hard surface floors and apply finish; including elevators.
 Detail vacuum corners and edges.
 Clean accessible baseboards.
 Extra clean of council chambers exterior doors.

Quarterly Activities

Clean all accessible carpet using hot water, high-pressure extraction system.
 Replace waterless urinal cartridges with approved replacement.
 Clean all 1st floor windows inside and out.

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.
 Clean fabric walls full height and hot water extract, using a high-pressure extraction system, insuring no streaks are visible

Annual Activities

June - Clean all exterior windows and power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____
Total Monthly Cost for First Floor \$_____

CITY HALL Area: Second Floor, (9,303 total sq. ft.)
Lobby, Men's and Women's Restrooms, Break Room, Conference Room 2A, and all office work spaces.

Excluding: vault and plan storage areas (2ea), Mechanical Room and cleaning of desks. (Excluding 713 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
 Clean both sides of partition glass using an approved window cleaner.
 Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
 Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill

soap as needed.

Dust mop hard floors with a chemically (city-approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixture.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around all wall switch plates, doors, door frames and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all waterless urinals on Friday evenings with approved chemicals.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.

Vacuum ceiling vents and deflectors.

Dust mop and spot clean Fire Escape Stairs, railings and ledges.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean and polish metal elevator threshold plates.

Clean accessible baseboards.

Quarterly Activities

Clean carpet using a high-pressure hot water extraction system.

****See attachments.**

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

Replace waterless urinal cartridges with approved replacements as needed.

Annual Activities

June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____

Total Monthly Cost for Second Floor \$ _____

CITY HALL Area: Third Floor, (9,303 total sq. ft.)

Lobby, Front Receptionist Area, Men's and Women's Restrooms, Break Room, all work spaces within Administrative Offices, Central Services, Recreation and Human Resources office spaces, Conference Room 3A.

Excluding vault, Mechanical Room and cleaning of desks. (Excluding 379 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled walls and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around all wall switch plates, doors, door frames and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all waterless urinals on Friday evenings with approved chemicals.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.

Vacuum ceiling vents and deflectors.

Dust, mop and clean Fire stairs, railings, and ledges.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean and polish metal elevator threshold plates.
Clean accessible baseboards.

Quarterly Activities

Clean carpet using a high-pressure hot water extraction system.

****See attachments.**

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____

Total Monthly Cost for Third Floor \$_____

CITY HALL Area: Fourth Floor, (9,303 total sq. ft.)

Lobby, Receptionist area, Men's and Women's Restrooms, Conference Room 4A, Break Room, and all work spaces within Administrative, Engineering, and Traffic Office workspace.

Excluding: Vault area, Mechanical Room and cleaning of desks. (Excluding 496 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed

Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.
 Use shampoo system to remove large soil spots and dry.
 Disinfect all door handles.
 Spot clean around all wall switch plates, doors, door frames and counters.
 Wipe down vinyl and leather furniture.
 Vacuum elevator tracks removing all debris, clean and polish exterior doors.
 Chemically treat all waterless urinals on Friday evenings with approved chemicals.
 Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents and deflectors.
 Dust, mop and spot clean Fire stairs, railings and ledges.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Clean and polish metal elevator threshold plates.
 Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.
****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
 Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____

Total Monthly Cost for Fourth Floor \$_____

CITY HALL Area: Fifth Floor, (9,303 total sq. ft.)

Lobby, Receptionist, Restrooms, Conference Room 5a, Break Room, All work spaces within City Manager Offices and private restroom, Fire Administration Offices, EMS and Training Areas, City Attorney Offices and all work spaces.

Excluding: Mechanical Room and cleaning of desks. (Excluding 262 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around all wall switch plates, doors, door frames and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all waterless urinals on Friday evenings with approved chemicals.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.

Vacuum ceiling vents and deflectors.

Dust, mop and spot clean Fire stairs, railings and ledges.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean and polish metal elevator threshold plates.

Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.

****See attachments****

Clean upholstery on all chairs in Conference Room 5A, using hot water/steam extraction

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
Replace waterless urinal cartridges as needed.

Annual Activities

June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____

Total Monthly Cost for Fifth Floor \$ _____

COSTA MESA POLICE DEPARTMENT: (57,879 total sq. ft.)

1ST FLOOR - 30,551 sq. ft.

Lobby, all work spaces within Receptionist Area, Records, Property Reception Area, EOC, All Restrooms, Elevator, Crime Prevention, Patrol Report Writing/Sergeant Office, CSI offices, Watch Commander, Patrol Reporting Area, Vice Narcotics, Traffic Report Writing/Traffic Bureau, Detective Bureau Office Area, Administrative Sergeant Office, Vice Narcotics (when permitted by staff –at least twice per week), and all hallways.

Excludes Jail area, Evidence Room, Property Storage, Janitor Closet, Detective Bureau Storage, Crime Prevention Storage, Swat Storage, Archive Storage, and Supply Room. (Excluding 10,958 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Vacuum stairs, dust railings, ledges and spot clean.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Completely clean dust mop & polish bright work in elevator.

Spot clean soiled wall and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.
 Damp mop all hard surface floors / clean mop splatter on walls.
 Use shampoo system to remove large soil spots and dry.
 Disinfect all door handles.
 Spot clean around all wall switch plates, doors, door frames and counters.
 Wipe down vinyl and leather furniture.
 Vacuum elevator tracks removing all debris and clean exterior door.
 Chemically treat all waterless urinals on Friday evenings with approved chemicals.
 Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents and deflectors.
 Dust, mop and spot clean Fire stairs, railings and ledges.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Strip floors and reapply floor finish in elevator.
 Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction.

****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
 Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____

Total Monthly Cost for Police Department First Floor \$ _____

COSTA MESA POLICE DEPARTMENT: 2nd FLOOR (14,656 total sq. ft.)
All work spaces within Administrative and Operational Offices, Conference Room and all hallways.

Excluding utility closets, Training Storage Room, Janitorial, and Telephone Board Room. (Excluding 634 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restroom, fixtures and bright work, shower, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter.

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around all wall switch plates, doors, door frames and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris and clean exterior door.

Chemically treat all waterless urinals on Friday evenings with approved chemicals.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.

Vacuum ceiling vents and deflectors.

Dust, mop and spot clean Fire stairs, railings and ledges.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean and polish metal elevator threshold plates.

Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction.

****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.

Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

Monthly Labor Hours _____

Total Monthly Cost for Police Department Second Floor \$ _____

**COSTA MESA POLICE DEPARTMENT: BASEMENT FLOOR (12,672 total sq. ft.)
Briefing Room, Women's and Men's Restrooms / Locker Rooms, Main Hallway,
unsecured Gun Range entrance, Exercise Room, All work spaces within Gang
SED.**

**Excluding: HVAC Machine room, gun range / range storage & secured gun
locker, janitorial storage, telephone utility room. (excluding 3,994 sq. ft. total)**

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and accessible areas, spot and edge as needed.

Completely clean disinfect restroom, fixtures and bright work, showers, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.
 Damp mop all hard surface floors / clean mop splatter on walls.
 Use shampoo system to remove large soil spots and dry.
 Disinfect all door handles.
 Spot clean around all wall switch plates, doors, door frames and counters.
 Wipe down vinyl and leather furniture.
 Vacuum elevator tracks removing all debris and clean exterior door.
 Chemically treat all waterless urinals on Friday evenings with approved chemicals.
 Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents and deflectors.
 Dust, mop and spot clean Fire stairs, railings and ledges.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Clean and polish metal elevator threshold plates.
 Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction.

****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
 Replace waterless urinal cartridges with approved replacement as needed.

Monthly Labor Hours _____

Total Monthly Cost for Police Department Basement \$ _____

COSTA MESA POLICE WESTSIDE SUBSTATION: (8,966 total sq. ft.)

Description: All work spaces within General Facility, 1,270 sq. ft.

LOCK FACILITY AND ACTIVATE SECURITY SYSTEM

Excluding all secured areas 7,696 sq. ft.

Weekly Activities / once a week

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust railings, ledges and spot clean.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixture marks.

Clean conference room tables.

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around all wall switch plates, doors, door frames and counters.

Wipe down vinyl and leather furniture.

Clean accessible baseboards.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.

Vacuum ceiling vents and air deflectors.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction.

****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.

Monthly Labor Hours _____

Total Monthly Cost for Police Westside Substation \$ _____

COSTA MESA COMMUNICATIONS CENTER: (Total 7,960 sq. ft.)

SERVICE SCHEDULE: Monday – Saturday, after 7:00 p.m. This is a 24/7 operation.

Description: Receptionist Area, All Office work space, Break Room, Men's and Women's Restroom – Locker Rooms, 911 Area, Conference Room, Shop Office Area and restroom.

Excluding: Vehicle Repair Bay and Mezzanine Storage, Equipment Server Room, Shop Storage, Screen Storage, Telephone Room, Electrical (2,530 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restroom, fixtures and bright work, showers, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixtures.

Clean conference room tables; arrange chairs neatly around table and room perimeter.

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around all wall switch plates, doors, door frames and counters.

Wipe down vinyl and leather furniture.

Clean accessible baseboards.

Chemically treat all waterless urinals on Friday evenings with approved chemicals.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents and deflectors.

Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction.

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
 Replace waterless urinal cartridges with approved replacement as needed.

Monthly Labor Hours _____

Total Monthly Cost for Communication Center \$ _____

COSTA MESA DOWNTOWN RECREATION CENTER (DRC): (Total 18,445 sq. ft.)

SERVICE SCHEDULE: Daily, 10:00 p.m. – 6:00 a.m.

Description: Two Front Lobby Areas. Two Receptionist Areas, Game Room, All Office and work space areas, Gymnasium, Gymnastic Area, Men's and Women's Restrooms, Pool Locker and Shower Areas, Day Care and Kitchen.

ACTIVATE SECURITY SYSTEM

Excluding: Maintenance office/storage, Storage Area's, Electrical Room, Telephone Room, Janitor Closet, Basketball Court, Pool Equipment and Chemical Rooms, Pool Electrical Room, Fountain Pump Room (excluding sq. ft. is 7,529)

Daily Activities

Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean and disinfect restrooms, showers, fixtures and bright work, restock dispensers, and refill soap as needed.

Dust mop hard floors except hardwood gym floor

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.
 Clean conference room tables.
 Clean exterior and interior of microwave and damp wipe counters and sinks in break room.
 Clean and polish drinking fountains.
 Clean dry erase boards
 Pick up all trash including: papers, wrappers, cigarette butts, and any other debris from planters and grounds.

Weekly Activities

Dust low areas up to six foot in height.
 Damp mop all hard surface floors / clean mop splatter on walls.
 Use shampoo system to remove large soil spots and dry.
 Disinfect all door handles.
 Spot clean around wall switch plates, doors, doorframes and counters.
 Wipe down vinyl and leather furniture.
 Chemically treat all waterless urinals on Friday evenings with approved chemical.
 Surface clean carpets as needed.
 Clean interior of all lockers.

Monthly Activities

Vacuum upholstered seating and replace furniture in its designated location.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents & air deflectors.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Wash exterior of lockers, using germicidal cleaner.
 Detail clean restrooms, showers - Wash walls, partitions, clean air vents, machine scrub floors using germicidal disinfectant fourth Friday of the month.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.
****See attachments****
 Replace waterless urinal cartridges with approved replacement as needed.
 Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish in entrance area aquatic lobby, multipurpose room and locker area.
 (Excluding basketball Courts in gym).

Semi-Annual Activities

Monthly Labor Hours _____
Total Monthly Cost for Downtown Recreation Center \$_____

COSTA MESA BALEARIC COMMUNITY CENTER: (Total 7,680 sq. ft)**SERVICE SCHEDULE:** Sunday – Thursday, after 6:00 p.m.**Description: Office Areas: All office work space, ECP1 & ECP2, ECP Office, ECP Kitchen, All Interior Restrooms, Exterior Restrooms, Sierra & Adobe Room and Staff Room areas, Men's and Women's restroom.*****LOCK FACILITY, EXTERIOR RESTROOMS AND ACTIVIAE SECURITY SYSTEM*****Excluding: Heater room, Custodial Closet, Toy Storage, Storage Rooms, and 2 ECP Storage Rooms (436 sq. ft.)****Monday, Wednesday and Friday**

Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean conference room tables

Clean dry erase boards.

Clean exterior and interior of microwave and damp wipe counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating and replace furniture in its designated location.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.

Vacuum ceiling vents & air deflectors.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.

****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

Total Monthly Labor Hours for Balearic Community Center _____

Total Monthly Cost for Balearic Community Center \$ _____

Balearic ECP Daycare Area:

Description: Office, Kitchen and all restrooms on ECP side. (500 sq. ft.)

Description: Preschool Area (4,500 sq. ft.)

Daily Activities

Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating and replace furniture in its designated location.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.
 Vacuum ceiling vents & air deflectors.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.

****See attachments****

Monthly Labor Hours for Balearic ECP Daycare Area _____

Total Monthly Cost for Balearic ECP Daycare Area \$ _____

COSTA MESA NEIGHBORHOOD COMMUNITY CENTER: (24,000 sq. ft.)

SERVICE SCHEDULE: Daily, 1:00 a.m.-6:00 a.m.

Lobby, Office Work Space, Restrooms, Office Area and Kitchen only.

SECURE FACILITY AND ACTIVATE SECURITY SYSTEM

Excludes: Front Office, Costa Mesa, Paularino, Harper, Elden and Wilson Rooms

Daily Activities

Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners, clean outside of trash receptacle.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor mats.

Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel including window ledges.

Spot clean soiled walls and fixtures.

Clean conference room and hallway tables.

Clean dry erase boards.

Clean exterior and interior of microwave and damp wipe counters and sinks in break room.

Clean and polish drinking fountains.

Pick up all trash including: papers, wrappers, cigarette butts, and any other debris within ten feet of building perimeter.

Wet mop kitchen area and wipe Formica counter tops only, no stainless steel.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.
 Spot clean around wall switch plates, doors, doorframes and counters.
 Wipe down or vacuum lobby furniture.
 Chemically treat all waterless urinals on Friday evenings with approved chemical.

Monthly Activities

Vacuum upholstered seating and replace furniture in its designated location.
 Dust all vertical and horizontal blinds.
 Dust ledges and window sills over six feet.
 Vacuum ceiling vents & air deflectors.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Replace waterless urinal cartridges with approved replacement as needed

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.
****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

Total Monthly Labor Hours _____

Total Monthly Cost for Neighborhood Community Center \$ _____

<p>COSTA MESA CORP YARD - FLEET AND STREETS OFFICE AREA: (17,390 sq. ft.) SERVICE SCHEDULE: Monday, Wednesday and Friday, after 3:30 P.M. Description: All Office work space, Men's and Women's Restrooms, Conference Room totaling 3,462 sq. ft.</p>
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<p>Excluding General Facility and Warehouse (13,928 sq. ft.)</p>

Daily Activities (As noted above: Mon - Wed – Fri)

Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
 Vacuum floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
 Completely clean, disinfect restroom, fixtures and bright work, shower, restock dispensers, refill soap as needed.
 Dust mop hard floors with a chemically (city approved) treated dust mop.
 Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
 Dust horizontal top surfaces using a synthetic duster or a treated towel.
 Spot clean soiled wall and fixtures.
 Clean conference room tables.

Clean dry erase boards.

Clean exterior and interior of microwave and damp wipe counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities in office areas

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Chemically treat all waterless urinals on Friday evenings with approved chemical.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Vacuum all ceiling vents and deflectors.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean all baseboards.

Quarterly Activities

Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.

Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

Deep clean garage floor

Total Monthly Labor Hours _____

Total Monthly Cost for Old Corp Yard - Fleet & Streets \$_____

COSTA MESA CORP YARD – BLDG “A”: (T 5,219 sq. ft.)

SERVICE SCHEDULE: Monday, Wednesday and Friday, after 5:30 P.M.

Description: All office work space, Men’s & Women’s Restroom and Locker Room, Lunch Room.

Excluding: Wood Shop, Irrigation Sprinkler Shop, Custodial Closet, Electrical Room and Office #109 (930 sq. ft.)

Daily Activities (As noted above: Mon - Wed – Fri)

Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Clean both sides of partition glass using an approved window cleaner.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Vacuum all floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restroom, fixtures and bright work, showers, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust horizontal top surfaces using a synthetic duster or a treated towel.

Spot clean soiled wall and fixtures.

Clean lunch room tables.

Clean dry erase boards.

Clean exterior and interior of microwave and disinfect counters and sinks in break room.

Clean and polish drinking fountains.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Chemically treat all waterless urinals on Friday evenings with approved chemical.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Vacuum ceiling vents and air deflectors.

Machine scrub hard surface floor and apply finish.

Detail vacuum corners and edges.

Clean all baseboards.

Quarterly Activities

Machine strip all hard surface floors / clean grout in restroom floor tile and reapply floor finish.

Clean carpet and hot water extract using a high-pressure extraction system.

****See attachments****

Total Monthly Labor Hours _____

Total Monthly Cost for Corp Yard Bldg. "A" \$_____

COSTA MESA SENIOR CENTER: Entire Facility, (20,127 sq. ft.)
SERVICE SCHEDULE: Daily 3:30 p.m. - 4:00 a.m. *except Monday and Wednesday*
Description: Lobby, Library, Elevator, Men's and Women's Restrooms, Health Clinic, Bridge Room, Arts and Crafts Classroom, Sun Room, Activity Room and Kitchen and Elevator. First and Second Floor.

Excluding: Office Work Space

ALL SUPPLIES ARE PROVIDED BY THE SENIOR CENTER CORP.

Daily Activities

Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Vacuum carpeted floor traffic lanes, unsecured workspaces and all accessible areas, spot and edge as needed.

Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Dust mop hard floors with a chemically (city approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables.

Clean dry erase boards.

Clean exterior and interior of microwave and damp wipe counters and sinks in break room.

Clean and polish drinking fountains.

Pick up all trash including: papers, wrappers, cigarette butts, and any other debris from planters and grounds.

Clean and mop kitchen area, wipe down sinks and countertops.

Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Use shampoo system to remove large soil spots and dry.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all waterless urinals on Friday evenings with approved chemical.

Surface clean carpets as needed.

Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills over six feet.
 Vacuum ceiling vents & air deflectors.
 Dust, mop and spot clean Fire stairs, railings and ledges.
 Machine scrub hard surface floor and apply finish.
 Detail vacuum corners and edges.
 Strip floors and reapply floor finish in elevators.
 Clean accessible baseboards.

Quarterly Activities

Clean carpet and hot water extract, using a high-pressure extraction system.

****See attachments****

Semi-Annual Activities

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

June - Clean all exterior windows, (to be scheduled in respect of rentals and programs).

Clean wall coverings (1st floor only).

Total Monthly Labor Hours _____

Total Monthly Cost for Senior Center \$_____

COSTA MESA Fire Stations #1-6: Entire Facility, (20,127 sq. ft.)

SERVICE SCHEDULE: ANNUAL DEEP CLEAN

Description: Living areas of each Fire Station.

Excluding: Garage area of the fire stations

Annual Activities

Clean/scrub all shower doors and shower tile

Scrub tile floors and seal grout

Vacuum and shampoo carpets

Shampoo upholstered chairs

Clean and wipe all walls/ceilings including removing of spider webs

Thorough dusting of all furniture, lockers, and ventilation registers

Wash and wipe clean all windows/window sills (inside and out)

Fire Station # 1

2803 Royal Palm Drive

Costa Mesa, CA, 92626
Living space is approximately 3,750 sq.ft.

Fire Station # 2
800 Baker Street
Costa Mesa, CA, 92626
Living space is approximately 3,332 sq.ft.

Fire Station # 3
1865 Parka Avenue
Costa Mesa, VCA, 92627
Living space is approximately 3,358 sq.ft.

Fire Station # 4
2300 Placentia Avenue
Costa Mesa, CA, 92627
Living space is approximately 3,150 sq.ft. & Training classroom is approximately 1,456 sq.ft.

Fire Station # 5
2450 Vanguard Way
Costa Mesa, CA, 92626
Living space is approximately 4,305 sq.ft.

Fire Station # 6
3350 Sakioka Drive
Costa Mesa, CA, 92626
Living space is approximately 4,342 sq.ft.

Total Labor Hours _____

Total Monthly Cost for Fire Station #1-6 \$ _____

Attachment 5

California Labor Code Sections 1060-1065

CHAPTER 4.5 DISPLACED JANITOR OPPORTUNITY ACT

1060. *The following definitions shall apply throughout this chapter:*

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California

under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who

would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that

notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award back pay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of back pay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

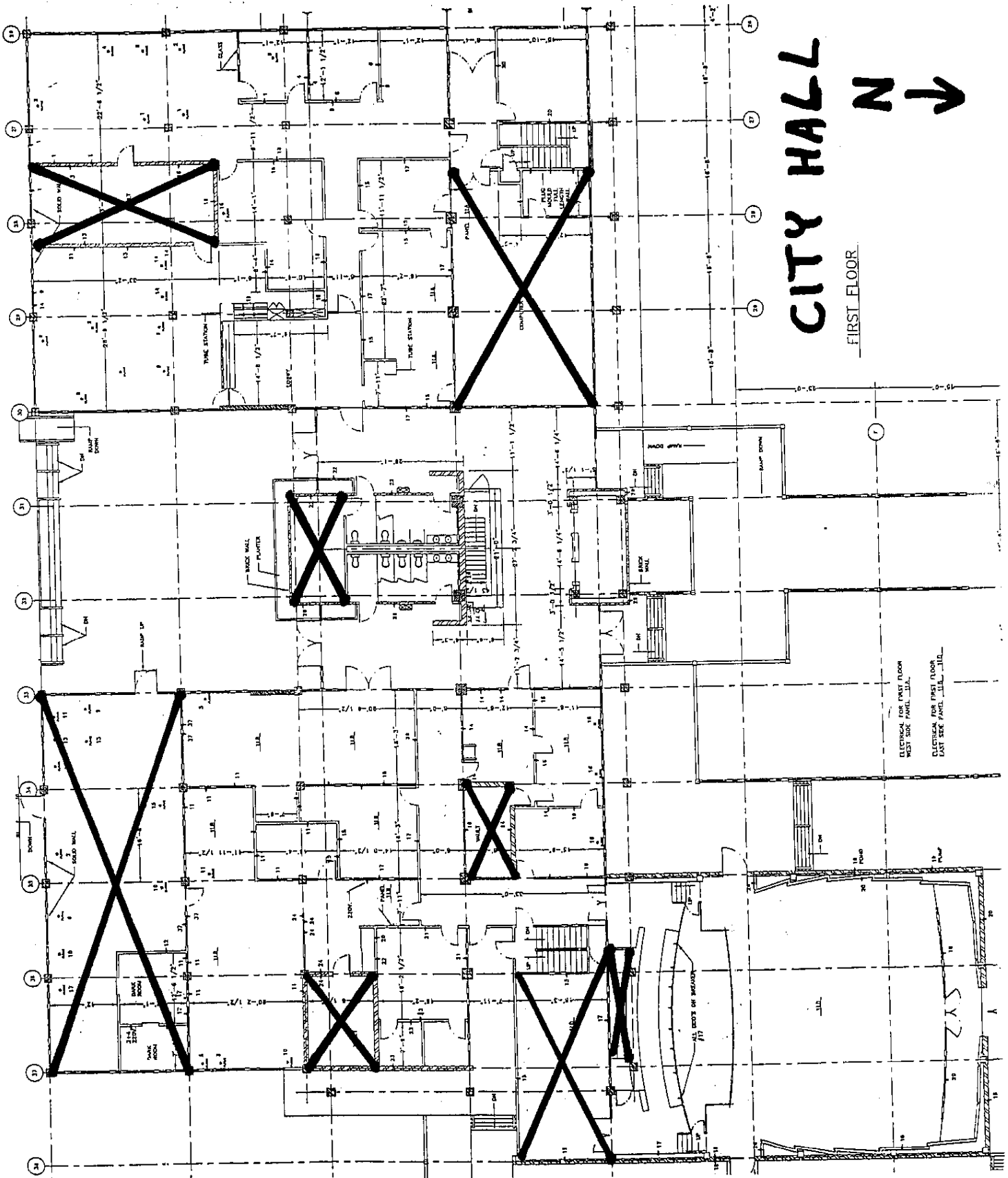
(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

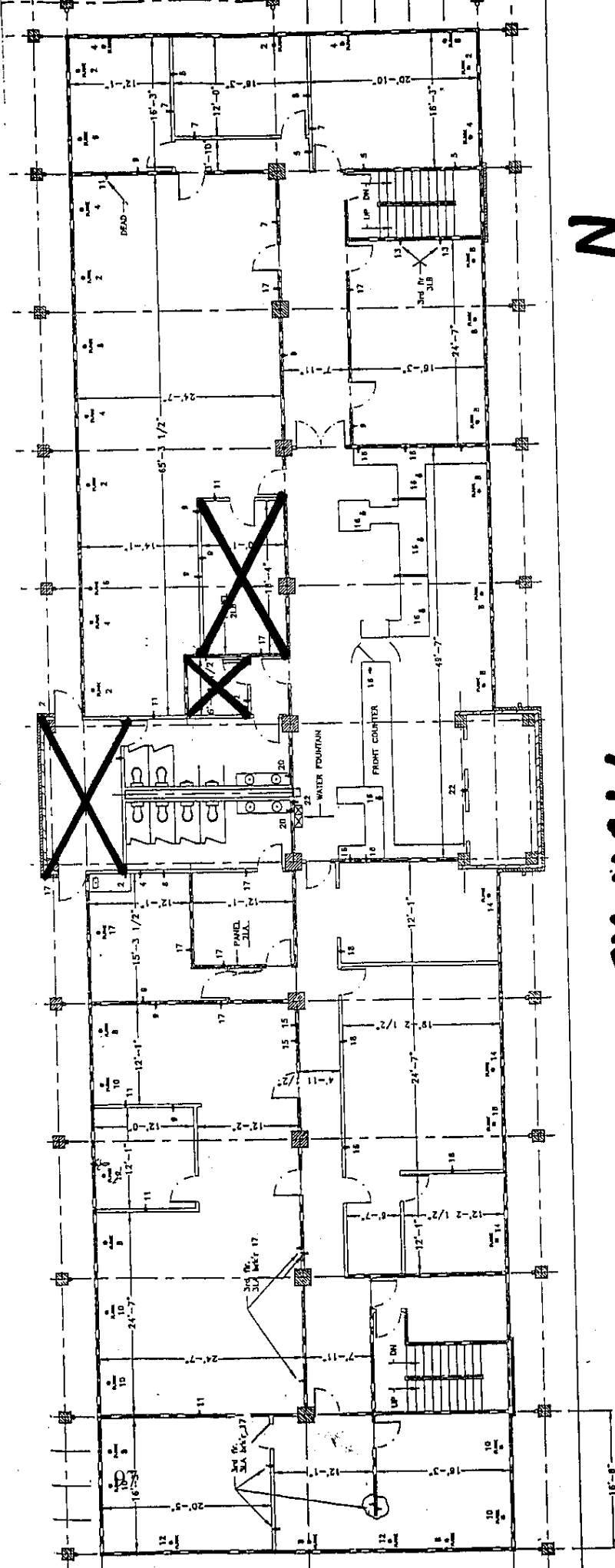
Attachment 6



CITY HALL
FIRST FLOOR

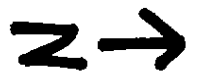
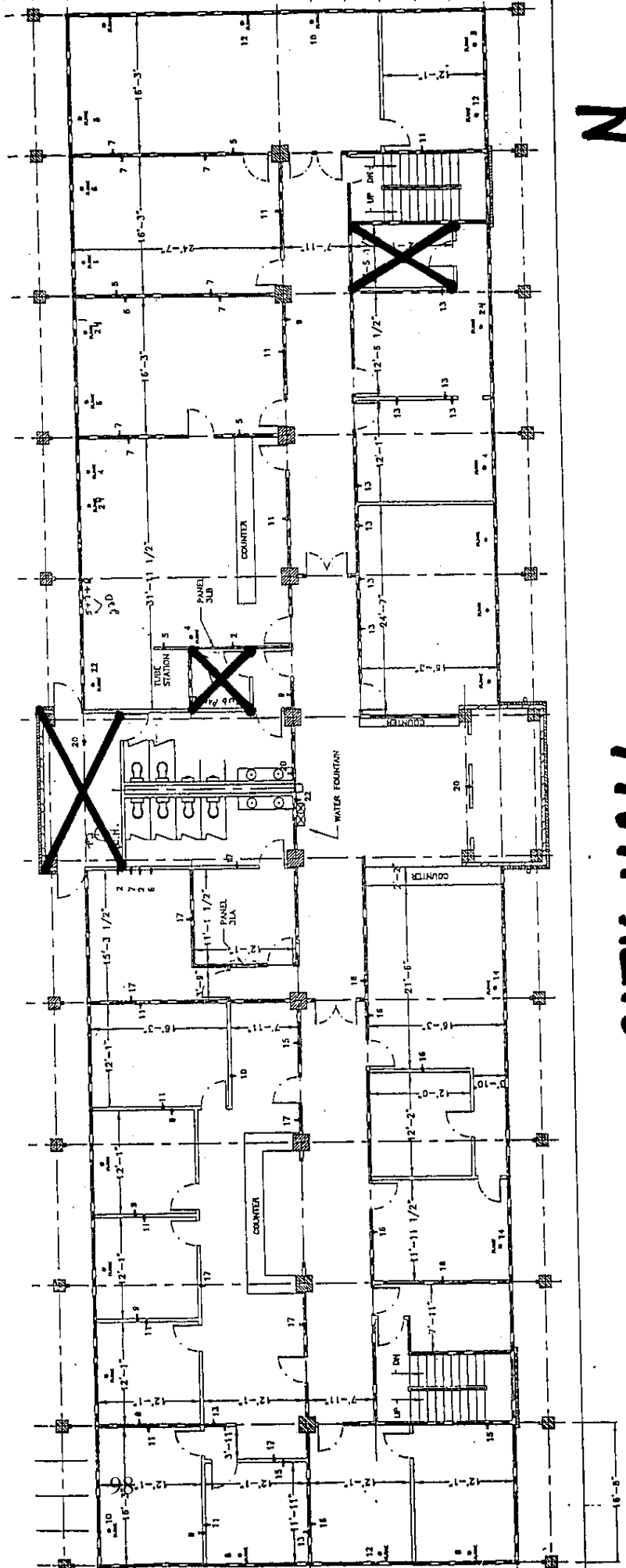


ELECTRICAL ROOM FIRST FLOOR
MECHANICAL ROOM FIRST FLOOR



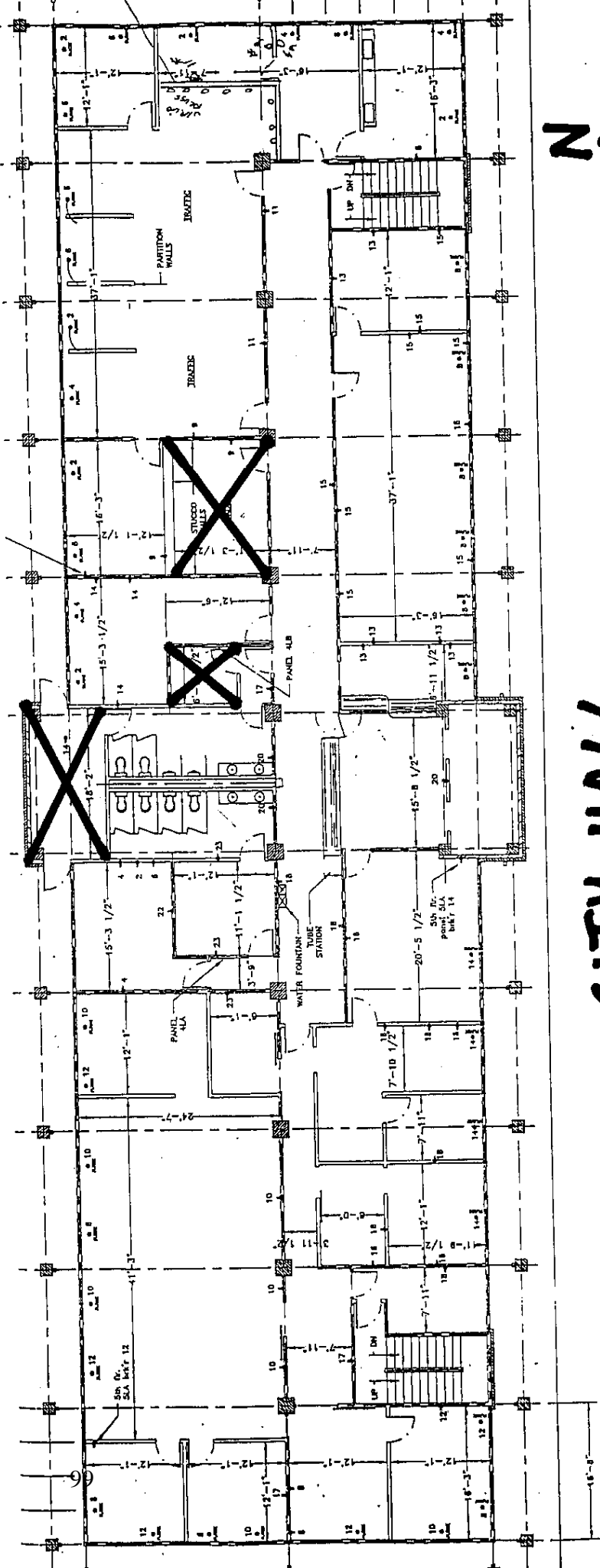
CITY HALL

SECOND FLOOR



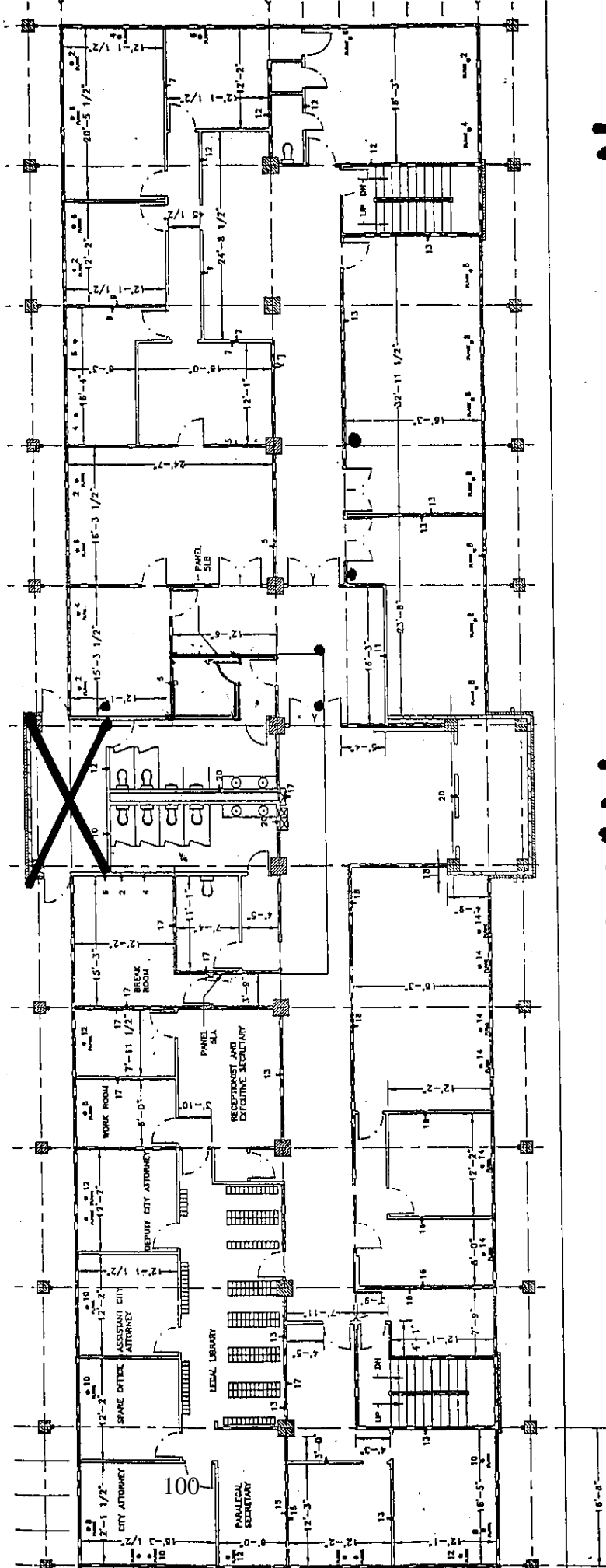
CITY HALL

THIRD FLOOR



CITY HALL

FOURTH FLOOR

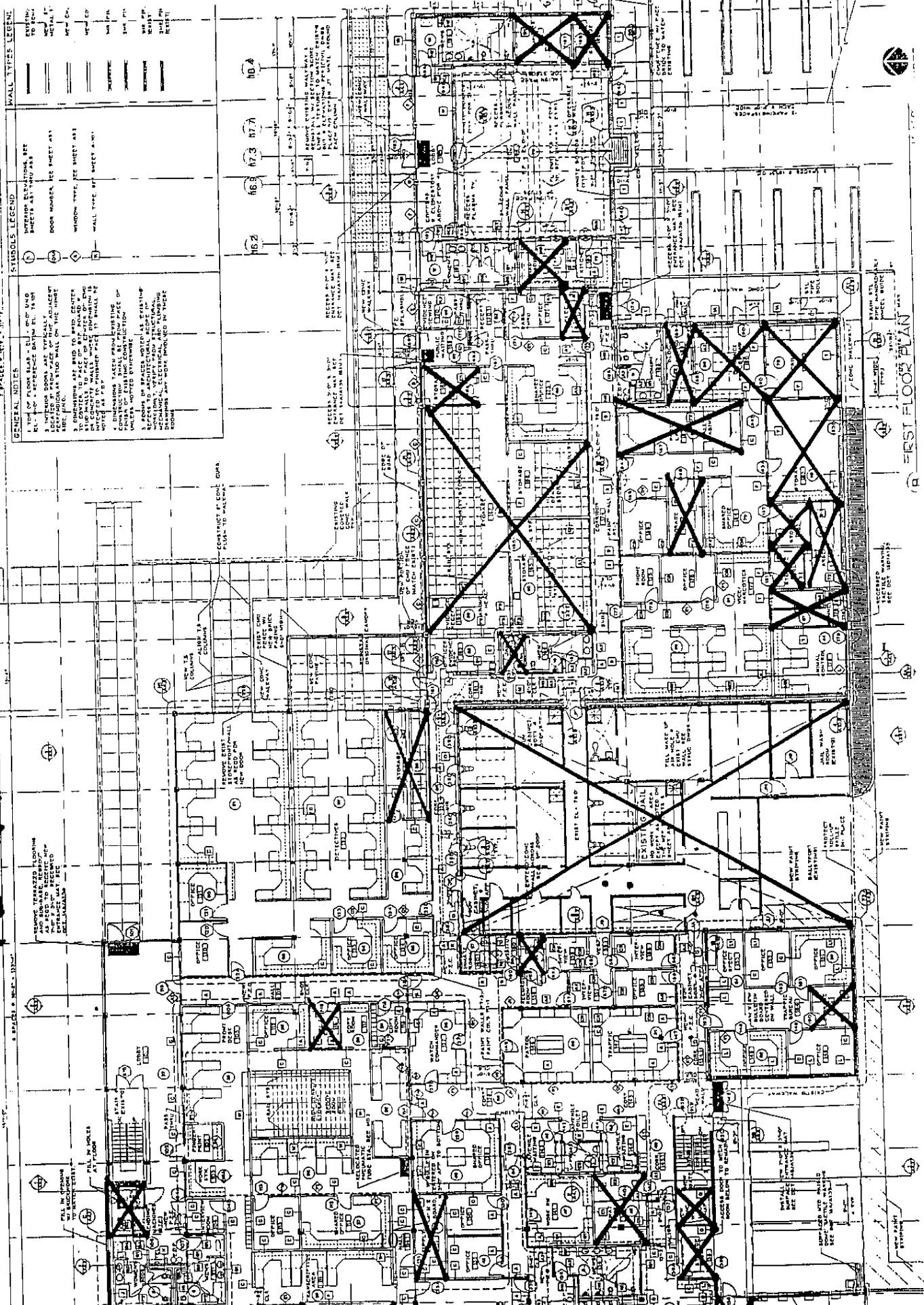
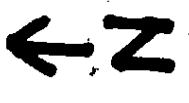


CITY HALL

FIFTH FLOOR

100

PD FIRST FLOOR



GENERAL NOTES

1. FLOOR SLAB SHALL BE 4" THICK CONCRETE ON TOP OF REINFORCED CONCRETE JOISTS.

2. ALL DOORS AND WINDOWS ARE TO BE LOCATED AS SHOWN UNLESS OTHERWISE NOTED.

3. DIMENSIONS ARE FROM FACE UNLESS OTHERWISE NOTED.

4. ALL WALLS ARE TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.

5. ALL PARTITIONS ARE TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.

6. ALL CEILING SHALL BE 8' HIGH UNLESS OTHERWISE NOTED.

7. ALL ELECTRICAL AND MECHANICAL WORK SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

8. ALL PLUMBING SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

9. ALL PAINT SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

10. ALL FINISHES SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

12. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

13. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL FIRE DEPARTMENT.

14. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.

15. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ENVIRONMENTAL AGENCY.

16. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HISTORIC PRESERVATION COMMISSION.

17. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL LANDMARK COMMISSION.

18. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ARCHITECTURAL BOARD.

19. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL PLANNING BOARD.

20. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ZONING BOARD.

21. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL COMMUNITY DEVELOPMENT BOARD.

22. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ECONOMIC DEVELOPMENT BOARD.

23. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL TOURISM BOARD.

24. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL CULTURAL BOARD.

25. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ARTS AND RECREATION BOARD.

26. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL PARKS AND RECREATION BOARD.

27. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL UTILITIES BOARD.

28. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL TRANSPORTATION BOARD.

29. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL INFRASTRUCTURE BOARD.

30. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL PUBLIC WORKS BOARD.

SYMBOLS LEGEND

1. DOOR

2. WINDOW

3. WALL

4. PARTITION

5. CEILING

6. FLOOR

7. ELECTRICAL

8. MECHANICAL

9. PLUMBING

10. PAINT

11. FINISH

12. STRUCTURE

13. ELEVATION

14. SECTION

15. DETAIL

16. REFERENCE

17. DIMENSION

18. AREA

19. VOLUME

20. WEIGHT

21. LENGTH

22. WIDTH

23. HEIGHT

24. DIAMETER

25. RADIUS

26. ANGLE

27. CURVATURE

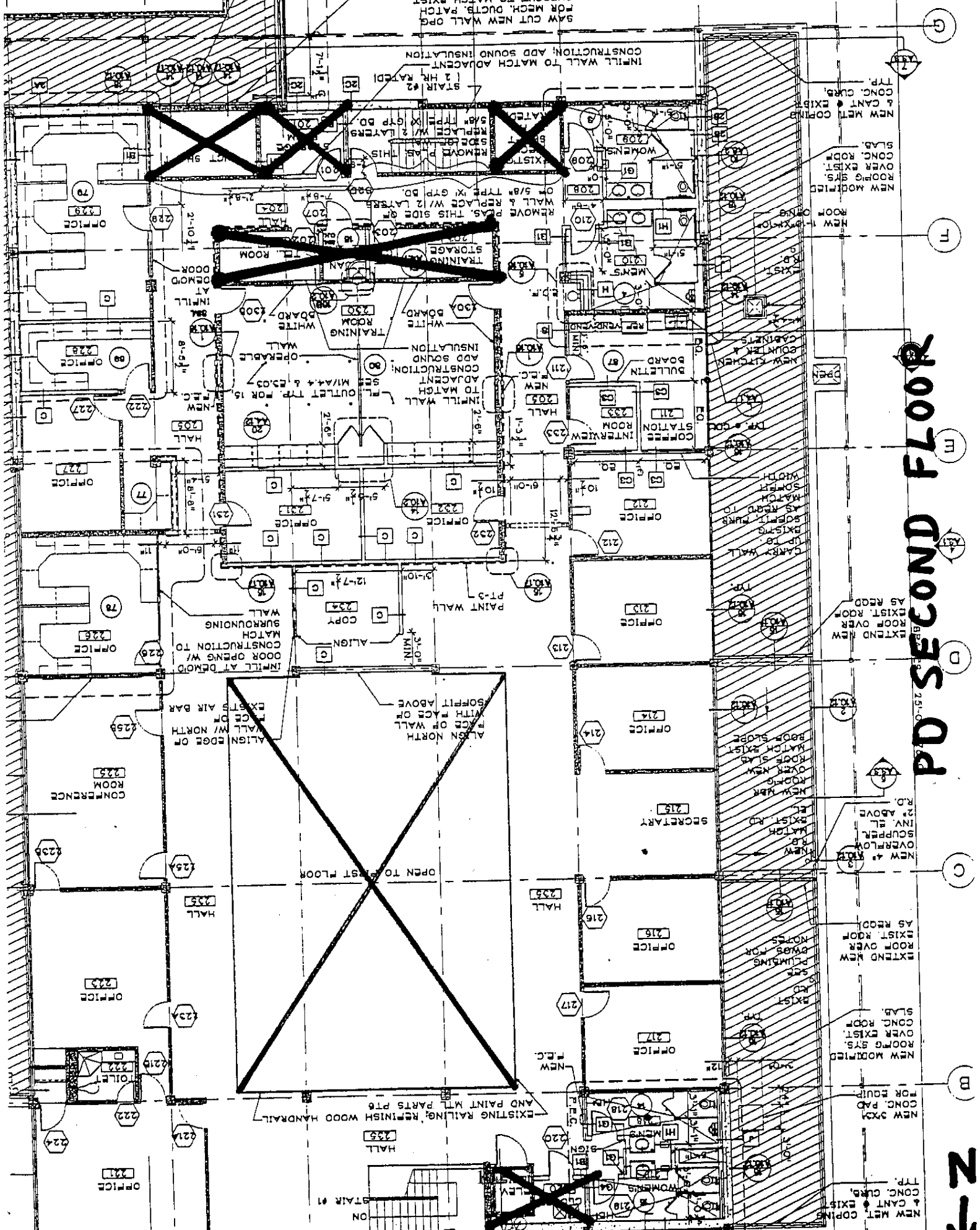
28. TOLERANCE

29. ALLOWANCE

30. VARIATION

PD FIRST FLOOR PLAN

RECORDED
SEE LIST UPDATES



PD SECOND FLOOR

2 →

SAW CUT NEW WALL ORD
OVERCUT TO MATCH EXIST.
FOR MECH. DUCTS, PATCH
WALL CONSTRUCTION.

INFILL WALL TO MATCH ADJACENT
CONSTRUCTION, ADD SOUND INSULATION

REMOVE PLAS. THIS SIDE OF
STAIR #2
STAIR #1

REPLACE W/ 2 LAYERS
5/8" TYPE 'X' GYP. BD.

REMOVE PLAS. THIS SIDE OF
5/8" TYPE 'X' GYP. BD.

TRAINING ROOM
STORAGE ROOM

TRAINING ROOM
WHITE BOARD

TRAINING ROOM
WHITE BOARD

TRAINING ROOM
WHITE BOARD

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N →

A

B

C

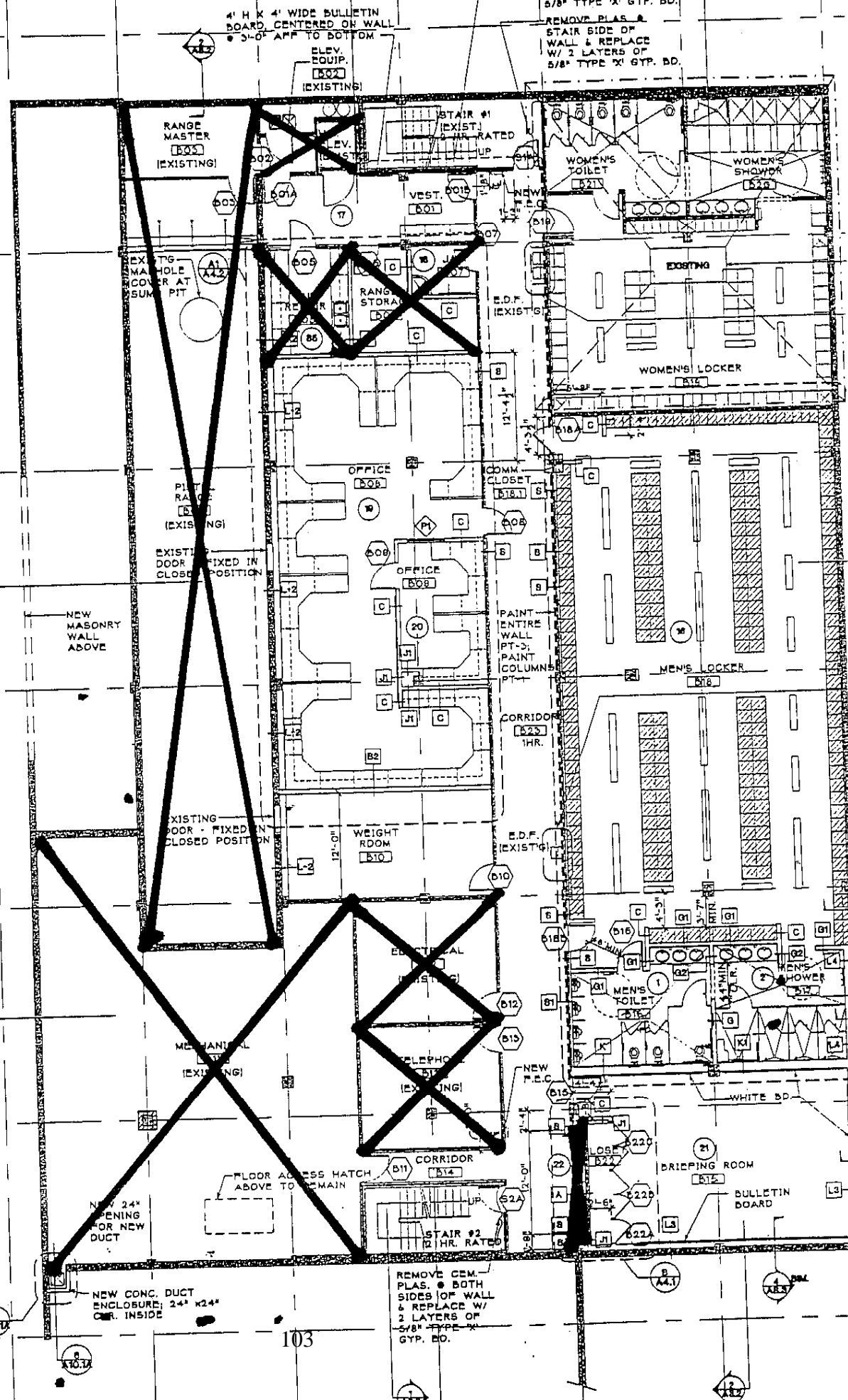
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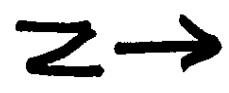
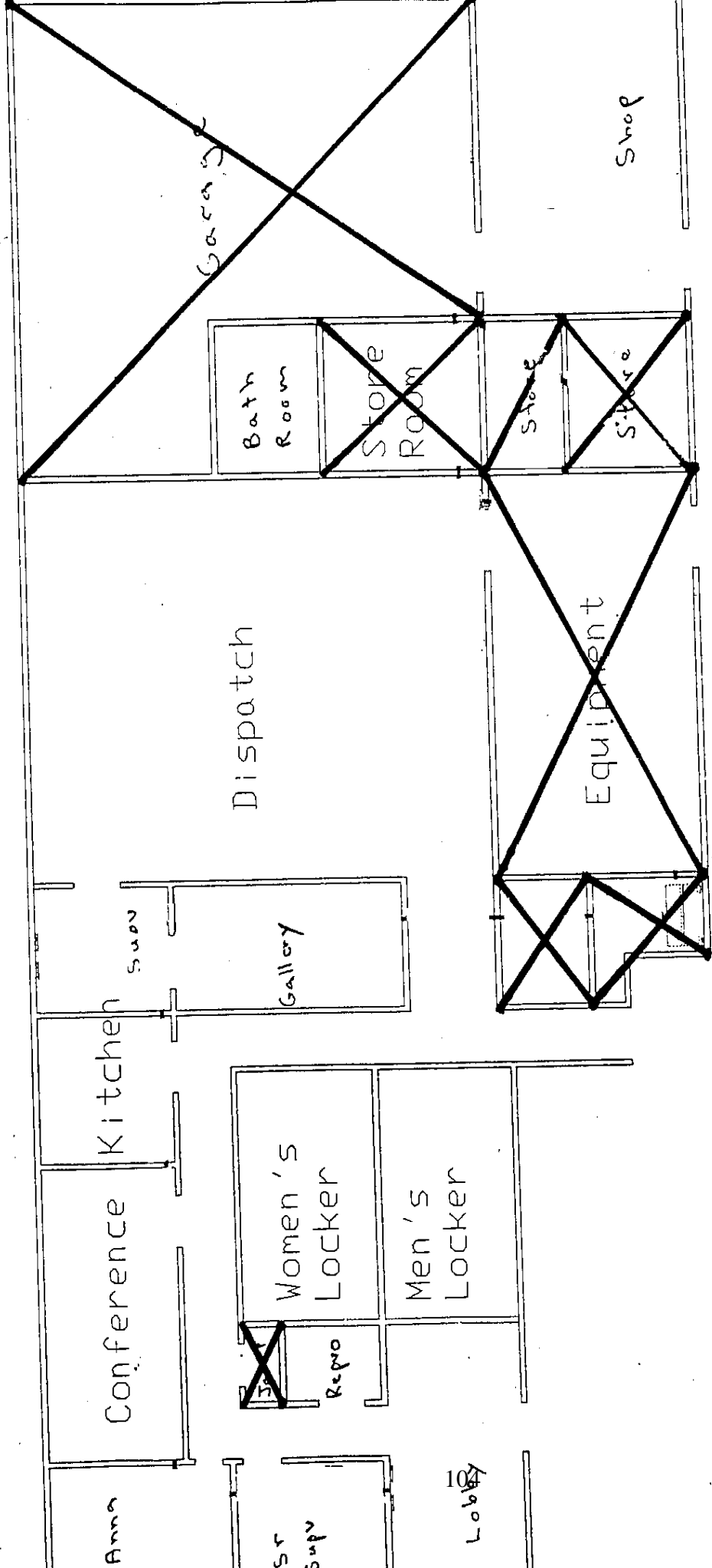
E

F

G

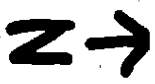
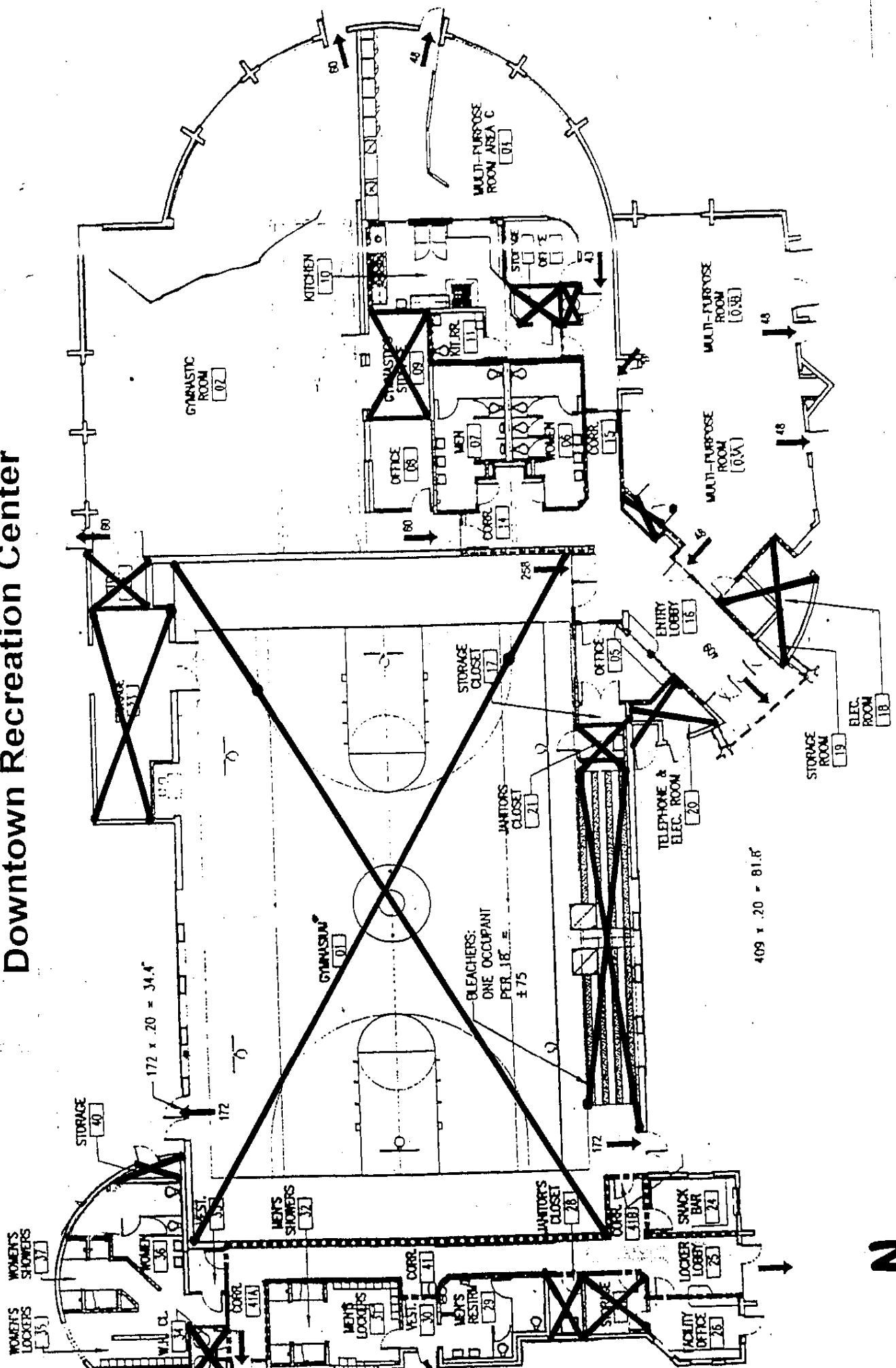
PD. BASEMENT





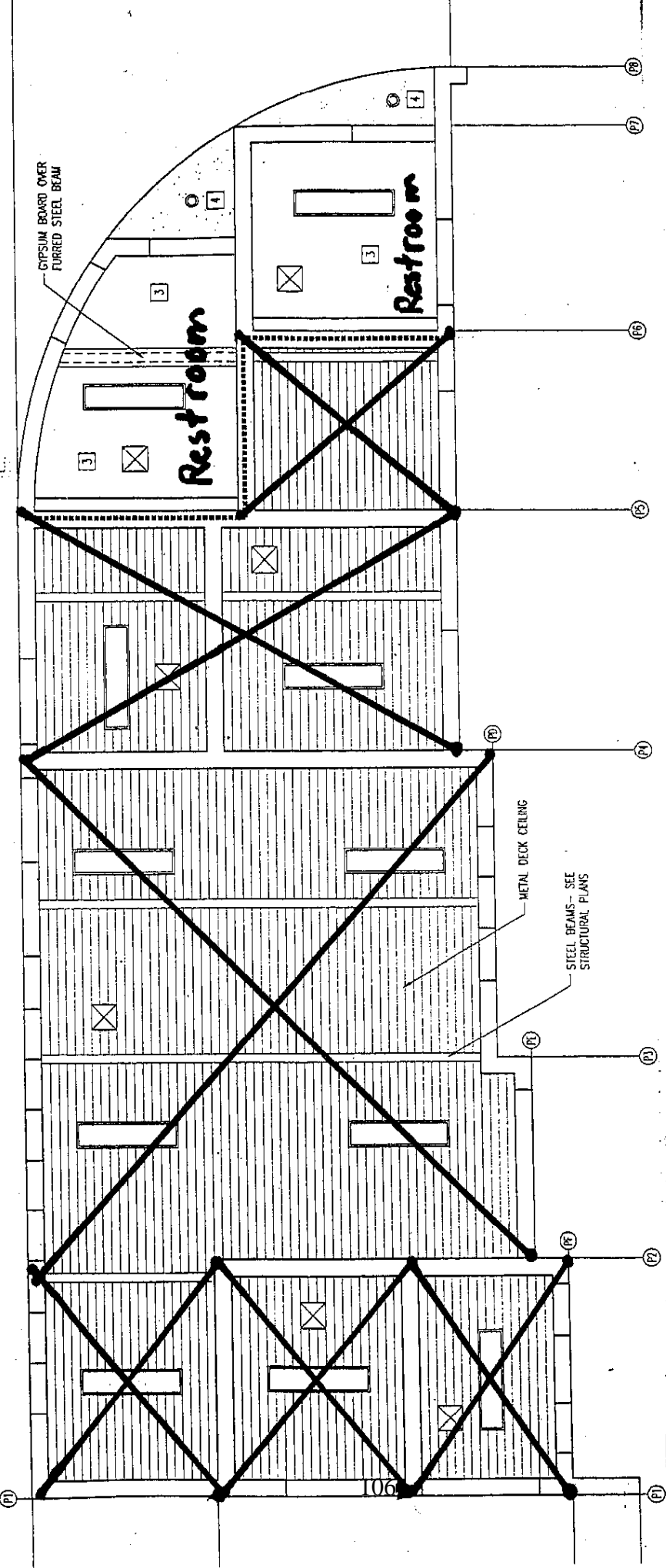
TELECOMMUNICATIONS

City of Costa Mesa - Recreation Division Downtown Recreation Center



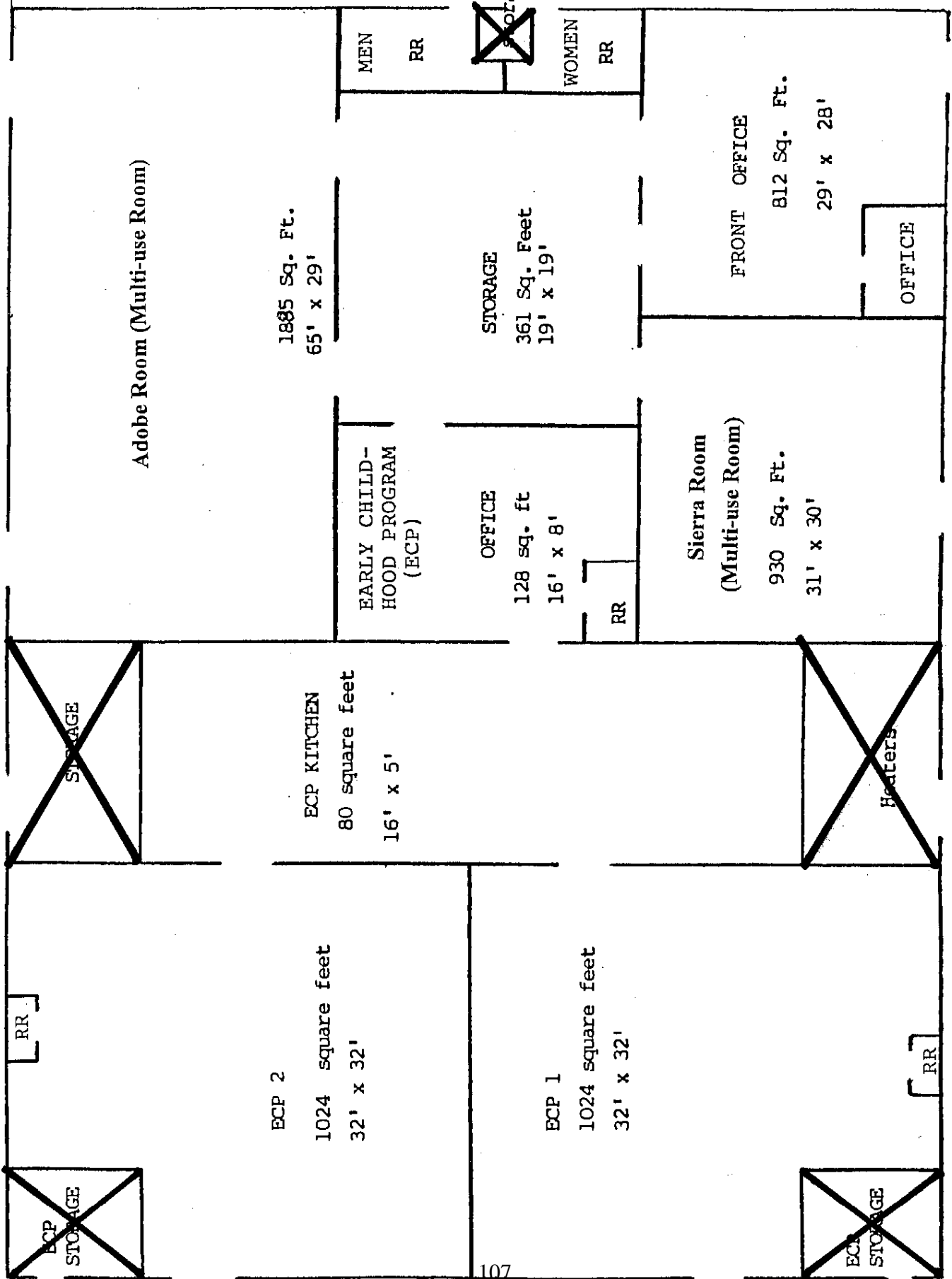
DRC Pool Equipment / Restrooms

1/8" = 1'-0"



← N

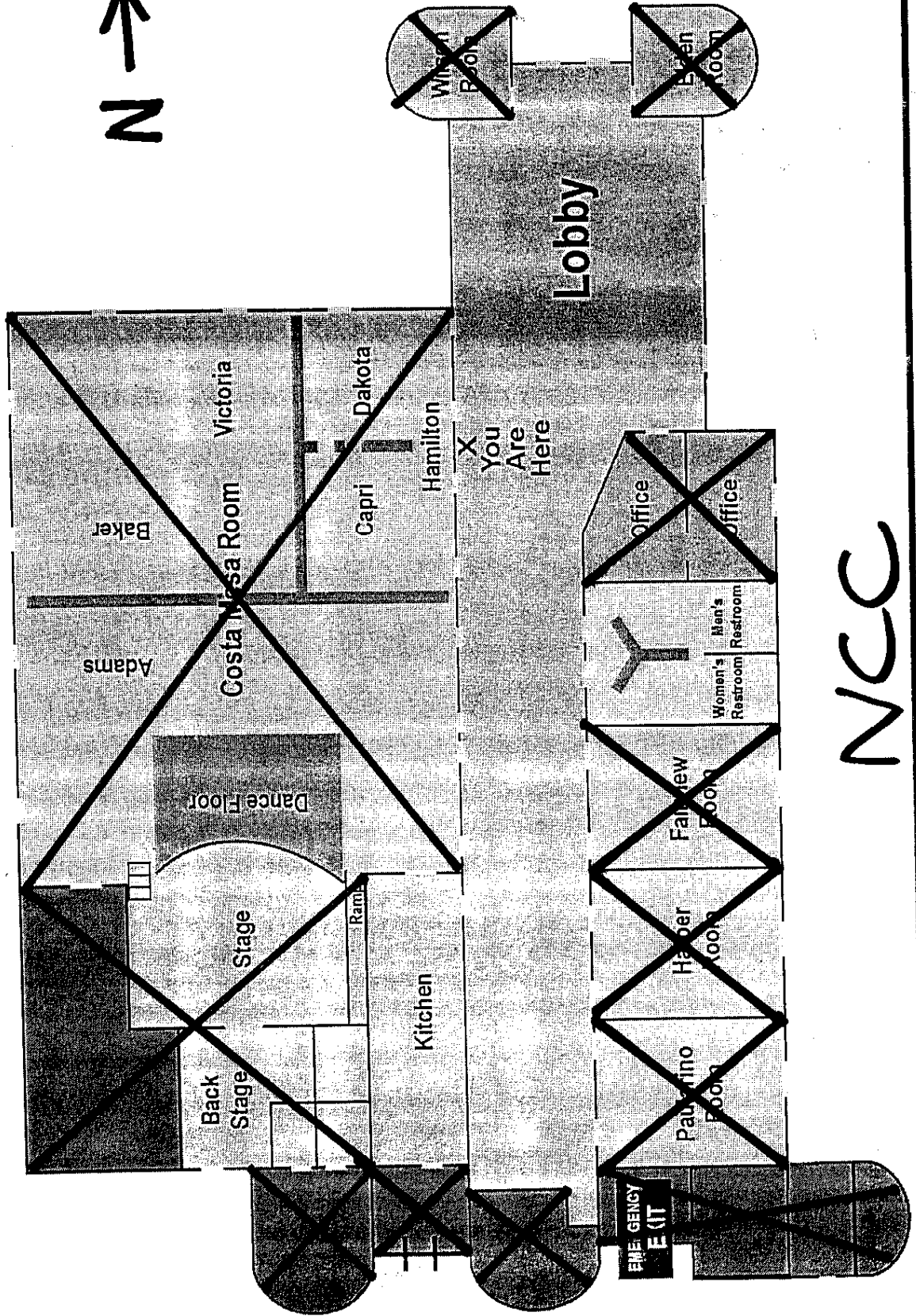
Balearic Community Center 1975 Balearic Drive, Costa Mesa 92626



BALEARIC CENTER
8036 Sq. Ft.
98' x 82'

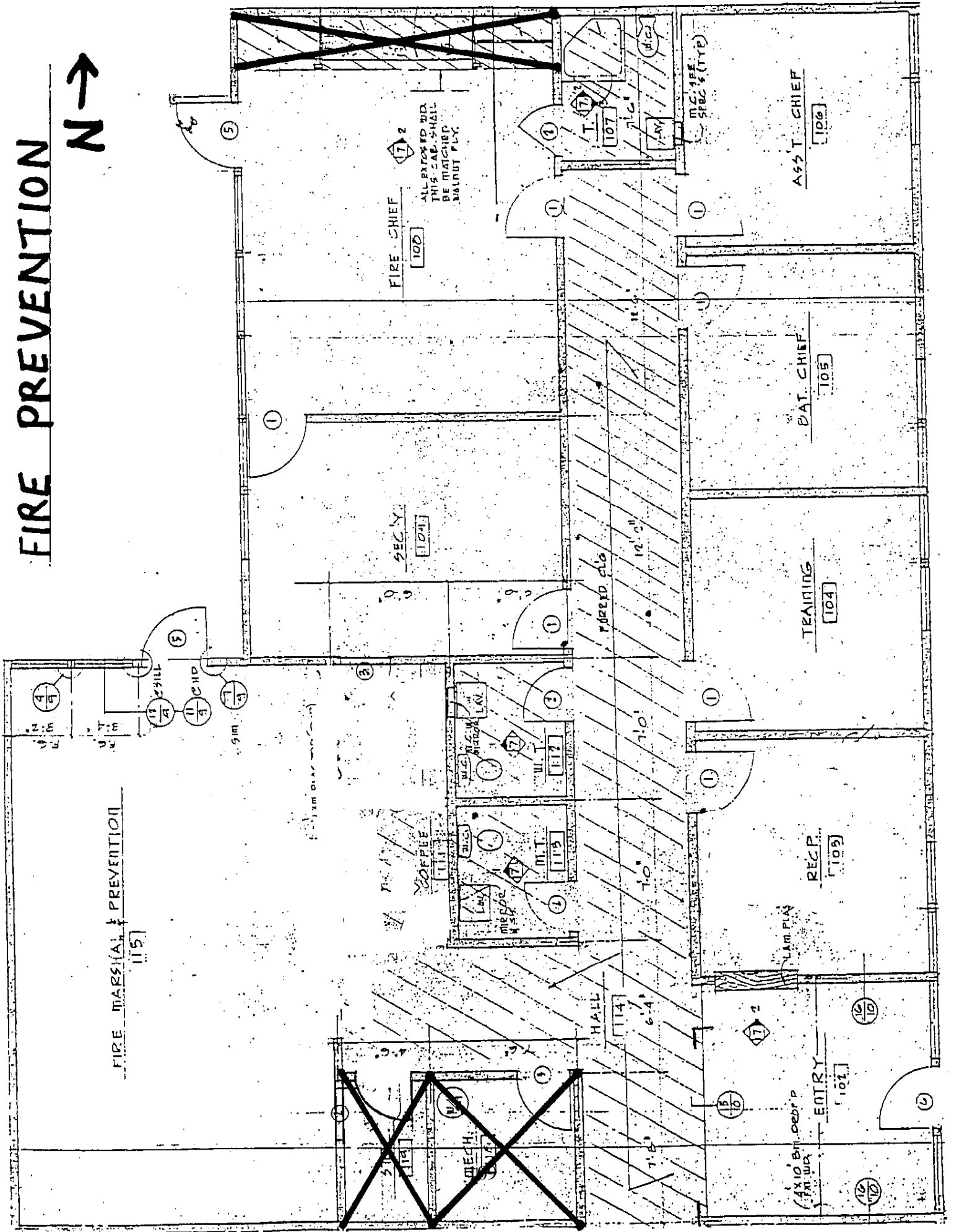
Legend: RR- Restrooms

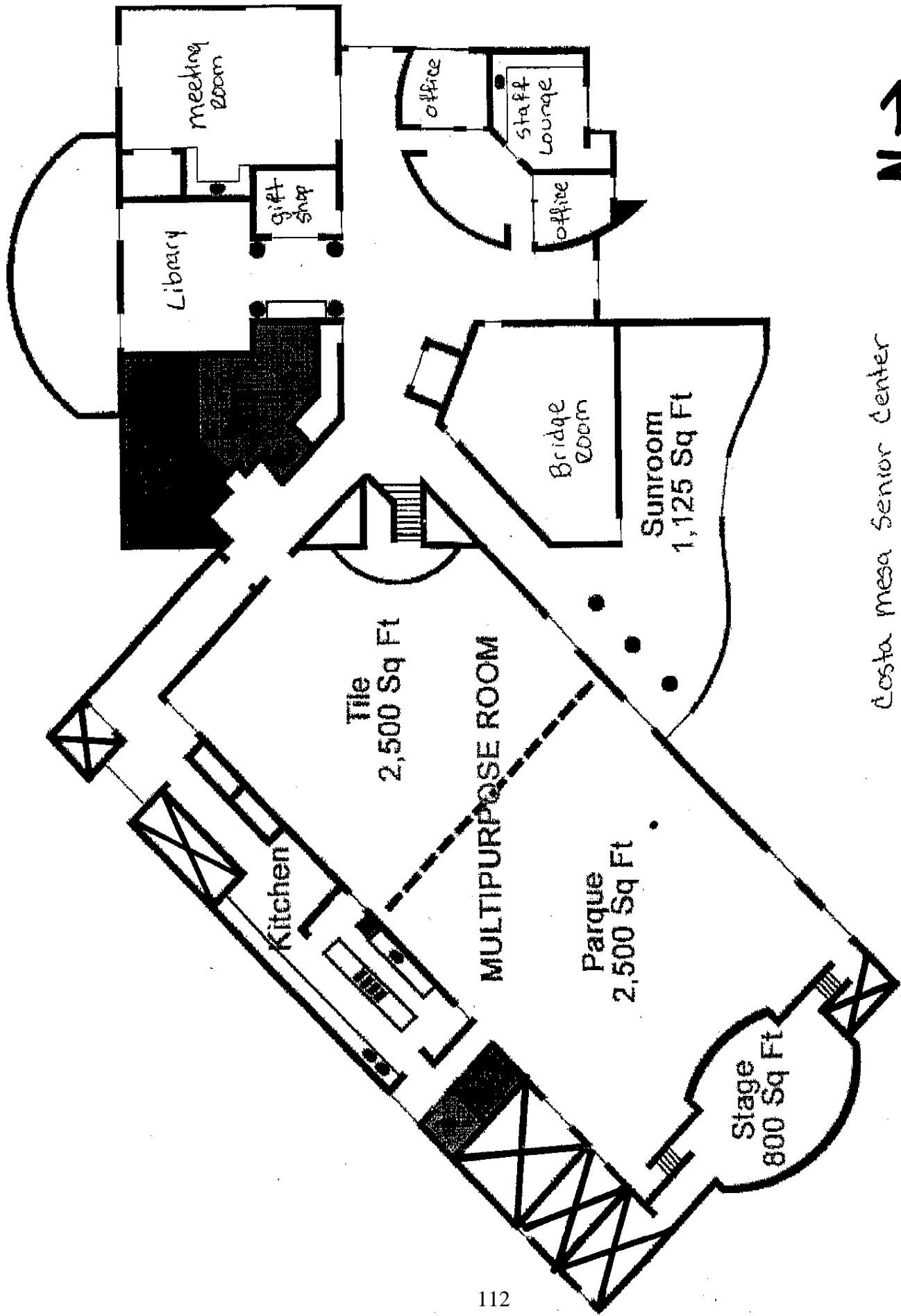
City of Costa Mesa
NEIGHBORHOOD COMMUNITY CENTER
1845 Park Avenue, Costa Mesa, CA 92627 (714) 327-7525



NCC

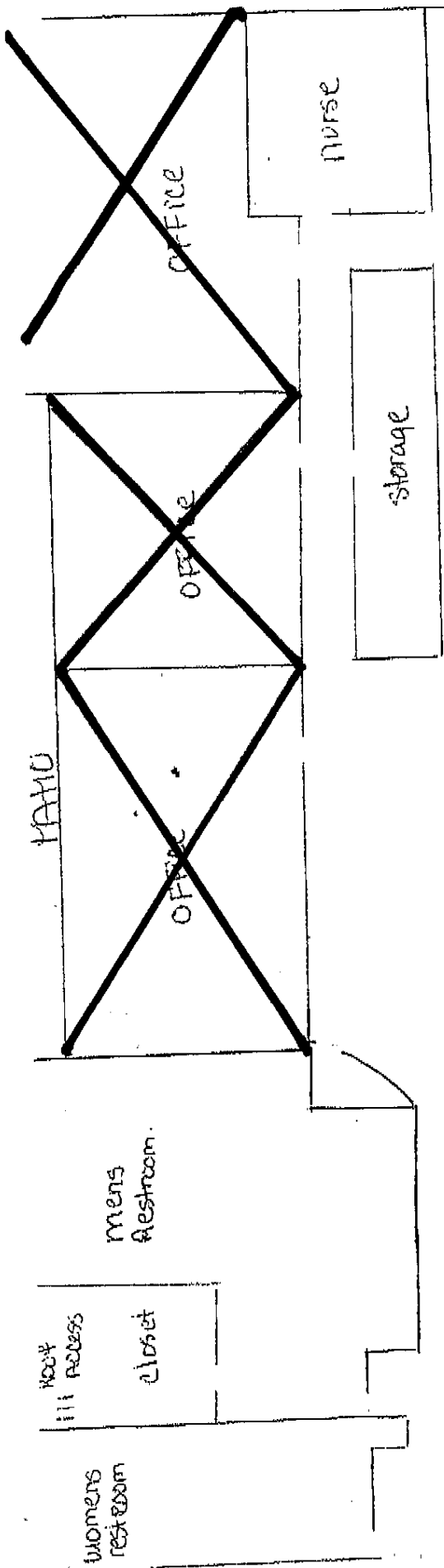
FIRE PREVENTION





Costa mesa Senior Center
 First Floor

N →



Costa Mesa Senior Center
Second Floor

