

**REQUEST FOR PROPOSALS
FOR THE CITY OF CAPITOLA**



Janitorial Services for City Facilities

Proposals Due by: Tuesday, October 1, 2024 at 2:00 p.m.

**City of Capitola
Public Works Department
420 Capitola Avenue
Capitola, CA 95010**

**CITY OF CAPITOLA
REQUEST FOR PROPOSALS**

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REQUEST FOR PROPOSALS

Janitorial Services for City Building Facilities (Various Locations)

I. INTRODUCTION AND BACKGROUND

The City of Capitola invites proposals for the Janitorial Services for City Building Facilities (Various Locations).

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

II. SCOPE OF SERVICES

The purpose of this contract consists of furnishing all labor, materials, tools, equipment and insurance needed to perform Janitorial Services for City Facilities (Various Locations).

The proposer is responsible for developing the service prices necessary to conform to the contract specifications that are applicable to the service locations being proposed on. The proposal is to be presented with the total service cost for each site based on the frequency schedule in Appendix C. The proposer shall carefully examine the location sites, proposal, specifications, special provisions and contract forms. The scope of services contained in Appendix A will be referenced and incorporated to the awarded contract for services.

The term of the first contract will be for one year or ending on December 31, 2026. The City of Capitola, at its sole discretion, may elect to extend the service contract for an additional 5 (five), one-year terms, pending satisfactory performance under the original contract. Annual contractual costs shall be equal to the October-to-October San Francisco-Oakland-San Jose Consumer Price Index-All Urban (CPI) in an amount not to exceed four percent (4%) but not lower than 2%, annually, on January 1 of each contract renewal.

III. PROPOSAL REQUIREMENTS

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

Proposers are required to complete a job walk site visit with City staff prior to the submittal deadline (appointment required). Job walks can be scheduled to take place between Tuesday, September 10, 2024 through Tuesday, September 24, 2024. To schedule a time and date, please contact Development Services Tech. Shelon Bennett via email at sbennett@ci.capitola.ca.us

1. Statement of Qualifications

The Proposer shall prepare a statement of qualifications which identifies:

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Proposers' shop and storage facilities intended to support the City.
- b) An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual.
- d) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution. A statement as to whether the Proposer or any officer or employee of the company 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.

2. Statement of Exceptions, if any, to Standard Service Provider Agreement.

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix B**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Appendix B in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

3. Project Pricing

Appendix C of this RFP contains a Project Pricing sheet. Please complete, sign and label the completed Project Pricing worksheet as Appendix C of the submitted proposal.

4. Cover Letter

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm’s capabilities and availability of construction management staff, information and qualifications Proposed Scope of Services.

IV. PROPOSAL FORMAT

Proposers shall submit a Portable Document File (PDF) proposal via email only with the following in the subject line of that email: “City of Capitola- Janitorial Services for City Building Facilities (Various Locations)”. Proposals shall be submitted to:

Jessica Kahn, Public Works Director jkahn@ci.capitola.ca.us

Proposals may be received by 2:00 PM on October 1, 2024. Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Any Proposal received prior to October 1, 2024 may be modified by written addendum or

withdrawn by written request from the Proposer to the City up to the official time when all proposals are due. Section VI contains a complete list of proposal requirements.

V. SELECTION PROCESS

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section VIII. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

1. Ability of the Proposer to Carry Out and Manage the Proposed Project (20%)

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Qualifications (35%)

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

3. Cost of Proposal (45%)

Cost, while not determinative, will be considered in the selection process.

VI. SELECTION TIMELINE

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

| Anticipated Schedule for Selection | |
|---|--------------------------|
| Issuance of Request for Proposals: | September 3, 2024 |
| Deadline to submit Proposals: | October 1, 2024 |
| Interviews (if deemed required): | Week of October 14, 2024 |
| Contract Award (Anticipated): | November 14, 2024 |

**The successful bidder should be prepared to start this job on
Wednesday, January 1, 2025.**

VII. GENERAL CONDITIONS

1. **Nondiscrimination:** Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. **Permits, Licenses, and Insurance:** The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Capitola Business License which may be required in connection with the performance of services hereunder.
3. **Signatures and Declarations:** Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. **City's Right to Waive:** The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. **City's Right to Modify the RFP:** The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. **City's Right to Suspend or Cancel the RFP:** The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.

7. **City's Right to Reject Any Proposal:** The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
8. **City's Right to Extend RFP Deadlines:** The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. **Cost of Proposals:** All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
10. **Liability for RFP Errors:** Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
11. **Proposals Property of City:** Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. **Oral and Written Explanations:** The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. **Public Record:** All proposals submitted to the City are subject to the California Public Records Act.

VIII. **QUESTIONS**

The RFP is available electronically as a download at <https://www.cityofcapitola.org/rfps>. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Please direct any Project questions to Shelon Bennett, sbennett@ci.capitola.ca.us. Questions must be by written email and received by September 25, 2024.

APPENDIX A

Scope of Services

I. GENERAL INFORMATION

The following scope of services is intended to provide the City with complete and optimal Janitorial Services. Services shall include all labor, parts, components and materials. Service Provider shall follow all Industry-recognized Standard Practices for Janitorial services of Commercial Buildings/Facilities. Provider shall maintain the following in good condition in accordance with manufacturer’s specifications and in a fashion that maximize performance, safety, and cleanliness.

| Item No. | Building Name | Frequency | Frequency Count per Week |
|-----------------|--|------------------|---------------------------------|
| 1 | City Hall Administration | Tu, F | 2 |
| 2 | City Hall Chamber and Community Room | W, F | 2 |
| 3 | Police Department | M, Th | 2 |
| 4 | Police Department Annex | M, Th | 2 |
| 5 | Historical Museum | Th | 1 |
| 6 | Public Works Yard | F | 1 |
| 7 | Esplanade Park Restrooms (Apr-Oct) | Sun-Sat | 21 |
| 7 | Esplanade Park Restrooms (Nov-Mar) | Sun-Sat | 14 |
| 7 | Esplanade Park Restrooms (Sp. Holidays) | F-M | 4 additional |
| 8 | Capitola Wharf Restrooms (Apr-Oct) | Sun-Sat | 14 |
| 8 | Capitola Wharf Restrooms (Nov-Mar) | Sun-Sat | 7 |
| 8 | Capitola Wharf Restrooms (Sp. Holidays) | F-M | 4 additional |
| 9 | City Hall Public Restroom (Apr-Oct) | Sun-Sat | 14 |
| 9 | City Hall Public Restroom (Nov-Mar) | Sun-Sat | 7 |
| 9 | City Hall Public Restroom (Sp. Holidays) | F-M | 4 additional |
| 10 | Jade Stret Park Restrooms | Sun-Sat | 7 |
| 11 | Capitola Village Public Waste Containers | Su | 1 |
| 12 | Capitola Wharf Public Waste Containers | Sa, Su | 2 |
| 13 | Capitola Community Center | As Scheduled | - |

Provider shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, machinery, employee safety equipment, equipment, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean work person manner, conforming to best industry practices.

The selected Provider will be required to have well-trained staff throughout the term of this Agreement, and must have all their employees cleaning City property/buildings undergo a recently completed background check provided by the employer – the City may request copies of the background checks conducted at its discretion, and shall be made available within 14 days of the request.

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the facility/property site.

Project Pricing, **Appendix C**, is based on a monthly price per facility as defined below. In addition, the Provider shall provide labor rates for Emergency Call-Out Services, as defined in this scope, during Business and Non-Business Hours/Holidays.

II. SAFETY AND HEALTH

Service Provider shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FEDOSHA, EPA and the Material safety Data Sheets (MSDS) standards. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials.

III. MAINTENANCE

Provider will service facilities described in this Scope on a regularly scheduled basis. These services will be performed after normal working days and hours, which are defined as Monday through Friday, 7:00 a.m. to 6:00 p.m. (except scheduled holidays). Provider will perform the following services:

A. Routine Janitorial Services

1. Trash, Organics, and Recycling Receptacles - All waste receptacles, recycling containers, organics (food and food-soiled paper), and other trash containers within the building shall be emptied each night and returned to their initial locations. Trash, organics and recyclables (3 separate streams) shall be separately transported and emptied into designated external containers (e.g. blue deskside recycling bin goes into external blue recycling container, restroom paper towels and kitchenette green bins are emptied into external green organics container, and trash goes into external trash container). Boxes, cans, papers, etc., placed near a receptacle and marked "recycling" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash, organics and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Clear plastic liners shall be replaced as needed, when dirty, wet or torn.

Transporting of sorted waste within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/organics/recycle containers to exterior dumpster and dispose trash/organics/recycle into dumpster. DO NOT DRAG BAGS OF DEBRIS. Liquid leaking from plastic bags being moved from receptacles shall be immediately cleaned.

2. Trash, Organics and Recycling Storage Areas - All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling totes or dumpsters. All kitchenette green bins, green organics containers will be emptied into marked organics totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters. Kitchen organics shall not be placed in trash or recycling dumpsters.
3. Outside Entrances and Steps - Porches, handicap ramps, steps, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and trash. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.
4. Entrance Mats - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath, and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.
5. Entrance Doors - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
6. Entrance Floors Inside - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor

shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks. See special instruction for City Hall, 2263 Santa Clara Avenue, second floor entrance area.

7. Drinking Fountains - Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.
8. Internal Building Surfaces and Walls - Remove smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.
9. Carpeted Areas - All carpeted areas shall be vacuumed free of all visible debris at every service (goal for 100% of all areas to be vacuumed a minimum of once per week). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and trash receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.
10. Carpet Spot Cleaning - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.
11. Non-Carpeted Floors - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area,

including under chairs, trash receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.

12. Tables, Counters, Desks, Chairs, Sofas, etc., - Remove any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any trash. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Service Provider unless requested by City.

13. Elevators - Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.

14. Stairs and Stairwells - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All trash shall be picked up.

15. Break room/Concession/Kitchenette Area - Refill soap dispensers and paper dispensers as defined below in B.2. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables and chairs.

16. Restroom Cleaning

a) Clean and Disinfect Toilets and Urinals - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale,

scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Service Provider's supervisor shall report all plumbing discrepancies to the Public Works Supervisor.

- b) Paper Products Dispensers –Waste basket liners should be clear (transparent) plastic, and if possible will have recycled content. At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 20%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 20% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the City Project Manager. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.
- c) Soap Dispensers – At minimum, soap dispensers shall be filled to within 2" of the top with foam (preferred) or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.
- d) Trash Receptacles - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a

germicidal cleaner. No anti-bacterial soaps containing triclosan shall be used in city facilities. Pump dispenser products should be used instead of aerosols.

- e) Counter Tops and Sinks - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
- f) Diaper Changing Stations and Other Surfaces - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.
- g) Walls, Partitions, and Doors - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
- h) Shower Walls and Floors - Wash shower walls, curtains, shower floors, bathtub areas using an approved germicidal cleaner. Clean the shower drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.
- i) Floors - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be

replaced, with the surface dry prior to replacement.

- j) Mirrors - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

B. Weekly Janitorial Services.

1. Vertical/Horizontal Blinds - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.
2. A/C Supply Vents, Returns and Exhaust Fan Grills - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.
3. Dusting - Dust all surfaces, including windowsills, banisters, hand rails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of book shelves and cabinets, etc. with a treated microfiber cloth, or yarn duster up to 80 inches from the floor. Public computers in all library buildings are included for dusting. Dusting shall NOT be done on the following surfaces: employees' desks, employees' computers, and shelving within a bookcase (see specific directions noted for dusting of library book shelves).
4. Non-Carpeted Floors – Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.
5. Storage Areas/Closets – Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.
6. Mop Heads – Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.
7. Restroom Floor Drains – Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the

inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.

8. Restroom, Locker and Shower Floor – All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

C. Monthly Janitorial Services

1. Furniture - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.
2. Clean all outside lights attached to building exteriors (up to a height of 15 feet) – remove cobwebs from lens covers and lamp housing.

D. Quarterly Janitorial Services or as otherwise specified in Attachment A for each building

1. Cubicle Walls/Furniture - Vacuum all cubicle walls and cloth furniture.
2. High Dusting - Dust all surfaces between 80” and 18’, including walls and ceiling tiles/vents. Remove all dust and cobwebs.
3. Woodwork - Clean and polish all woodwork. Woodwork shall be free of smudges, fingerprints and shall have a uniform appearance.

E. Facilities, Utilities, Telephones, Supplies and Equipment

1. Facilities - The City shall provide, without cost to the Service Provider, janitorial closets or a designated place in each building. These areas shall be kept clean and neat by the Service Provider at all times and shall only be used for the intended use (i.e. eating may not occur nor storage of any food or personal items). Service Provider will keep all of their supplies stored in their proper place when they arrive. Empty boxes, bottles, containers, etc. shall be properly discarded (including recycling, where appropriate). Mop buckets shall be

emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.

2. Utilities - The City shall furnish all utilities to the Service Provider at existing outlets. Any modifications to existing outlets for the Service Provider's convenience shall be at the Service Provider's expense. Prior written approval for any alteration shall be obtained from the City's Public Works Supervisor.
3. Telephones - The City telephone policy limits use of its telephone extensions on the City system to calls relating to City business. The Service Provider shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of the Service Provider, shall be the responsibility of the Service Provider.
4. Janitorial Supplies - The Service Provider shall provide all cleaning chemicals, supplies, and equipment necessary to perform the cleaning standards of the contract. The Service Provider is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047). Service Provider must comply with all applicable sections of the City's Environmentally Preferable Purchasing (EPP) Policy

The City shall supply paper such as, toilet paper, hand towels, toilet seat covers, and hand soap, for all locations serviced under the contract.

F. Changes to Service Areas

Changes in the areas serviced and/or specifications may be necessary during the term of this agreement. Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Service Provider. 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 proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

G. Security

Service Provider personnel shall not be allowed in the City facilities outside of normal Service Provider's work hours unless they are performing work for the

Service Provider. All Service Provider 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 Service Provider shall be responsible for securing/locking the interior and exterior portions of the building during hours specified by the City. All workspaces 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 Service Provider will be furnished by the City to the designated Service Provider employee and shall be returned to the City on demand.

All exit doors are to remain locked while the Service Provider is in the space. The Service Provider is not to block open occupant or exterior doors for any reason. The Service Provider is not to assist entry of anyone except Service Provider, employees or Police/Fire personnel. Service Provider r'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 (if applicable). The Service Provider's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures. Keys: The Service Provider 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 Service Provider shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

H. Damages

The Service Provider will be responsible for damages to the facility or contents caused by the Service Provider or their staff during the performance of their duties. All damage shall be repaired or replaced, at the option of the City, at the Service Provider r's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects, unless otherwise is approved by the City.

IV. SCHEDULED MAINTENANCE SERVICE

Scheduled Maintenance Service is defined as service or repair work that is non time sensitive or where the work involved is of such a nature that allows for advanced scheduling (carpet cleaning, floor waxing/polishing).

V. EMERGENCY MAINTENANCE SERVICE

Work in this category is considered to be a safety concern and shall be performed by the Service Provider at the direction of the Public Works Supervisor or his designee.

An example situation that may require an emergency response is cleaning of hazardous material (vomit, feces).

When notified by the City to respond to an emergency situation, the Service Provider shall be at the site in one (1) hour or less from the time of notification. The Service Provider shall maintain a local telephone number where contact can be made twenty-four (24) hours per day.

VI. WORKING HOURS

Services shall generally be performed outside of normal working days and hours, which are defined as Monday through Friday, 7:00 a.m. to 6:00 p.m. (except scheduled holidays, see below).

VII. HOLIDAYS

The City recognizes, and will be closed on the below Scheduled Holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day

The Service Provider shall be responsible for verifying with City staff the actual Holiday days that require janitorial services under this contract. Restroom facilities shall be serviced on scheduled holidays.

Below are the location, tasks and frequency for each of the buildings listed in the RFP.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|--------------------------|---------------------|------------------------|-----------|
| 1 | City Hall Administration | 420 Capitola Avenue | 2,700 | Tu, F |

Specifics: City Hall Administration offices are located on the second floor of the City Hall building. The first floor consists of lobby area, several offices, meeting room, separate lunchroom, and two restrooms. The computer room and boiler room are not included in this contract. The second floor consists of lobby area, various offices, lunchrooms, and two restrooms. Service will include cleaning one microwave oven in lunchroom once a month.

Services shall be performed on Tuesday and Friday (except holidays) - during non-working hours (after 6:00 pm)

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers, and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas.
3. Clean and dust desks, tables, counters, cabinets, shelves, partitions, woodwork, panels, doors, walls, all interior and exterior glass doors and frames.
4. All resilient floors must be cleaned, and mopped. All spills, stains, mud, gum, tar, etc., must be removed and cleaned.
5. Vacuum all carpeted areas; and spot clean baseboard and carpets for spills, stains, mud, gum, tar, etc.
6. Clean, disinfect, and mop restroom floors. Clean and disinfect restrooms' wash basins/sinks, counter tops, shower stalls, toilet bowls (including underside and tops of seats), urinals, walls, and partitions. Empty sanitary napkin containers.
7. Place and refill toilet articles in restrooms. Place and refill restrooms' soap dispensers, paper towels, toilet tissues, and toilet cover dispensers.

Annual Janitorial Services

1. Two (2) times per year – Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.

2. Two (2) times per year - Strip, scrub, and re-wax floors with pre-approved product designated for type of flooring.
3. One (1) time per year – Clean exterior windows inside and out. Remove, clean and replace window screens.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|--------------------------------------|---------------------|------------------------|-----------|
| 2 | City Hall Chamber and Community Room | 420 Capitola Avenue | 2,600 | W, F |

Specifics: City Hall Chambers and Community Room are located on the first floor of the City Hall building. Service required is for all common areas and main entrance. Restrooms are address under Item No. 9. The service shall be performed two days per week (except holidays) — Wednesday and Friday — outside of meeting hours (before 7:00 am or after 11:00 pm). Janitorial services shall also include the exterior elevator, stairways, and walkways.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers, and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas.
3. Clean and dust desks, tables, counters, cabinets, shelves, partitions, woodwork, panels, doors, walls, all interior and exterior glass doors and frames.
4. All resilient floors must be cleaned, and mopped. All spills, stains, mud, gum, tar, etc., must be removed and cleaned.
5. Vacuum all carpeted areas; and spot clean baseboard and carpets for spills, stains, mud, gum, tar, etc.
6. Sweep and or vacuum/dust mop all stairways and landings
7. Clean, disinfect, and polish drinking fountains, and remove stains, dirt, smudges and other marks.

Annual Janitorial Services

1. Two (2) times per year – Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.

2. Two (2) times per year - Strip, scrub, and re-wax floors with pre-approved product designated for type of flooring.
3. One (1) time per year – Clean exterior windows inside and out. Remove, clean and replace window screens.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|-------------------|---------------------|------------------------|-----------|
| 3 | Police Department | 422 Capitola Avenue | 2,340 | M, Th |

Specifics: First floor, break rooms, restrooms, locker and shower rooms, offices, conference rooms, and lobby. Service shall be performed two days a week (except holidays) – Monday and Thursday after 6:00 pm.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers, and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas
3. Remove spots and fingerprints from entrance doors.
4. Dust and clean desks, tables, chairs, counters, cabinets, cubicle walls, and other furniture.
5. Vacuum all carpeted areas; and spot clean carpets for spills, stains, mud, gum, tar, etc.
6. Sweep and or dust mop all areas.
7. Clean and disinfect restrooms and kitchen counters.
8. Mop restroom and kitchen floors, spot mop other areas.
9. Clean and disinfect restrooms’ wash basins/sinks, counter tops, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
10. Empty sanitary napkin containers.
11. Place toilet articles in restrooms. Place and refill restrooms’ soap dispensers, paper towels and dispenser, toilet tissues, and toilet cover dispensers.

Annual Janitorial Services

1. Two (2) times per year – Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.

2. Two (2) times per year - Strip, scrub, and re-wax floors with pre-approved product designated for type of flooring.
3. One (1) time per year – Clean exterior windows inside and out. Remove, clean and replace window screens.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|---------------|---------------------|------------------------|-----------|
| 4 | Police Annex | 426 Capitola Avenue | 700 | M, Th |

Specifics: The Police Annex is located in the Lower Pacific Cove Parking Lot behind the City Hall building and consists of offices and restroom. Service shall be performed two days a week (except holidays) – Monday and Thursday after 6:00 pm.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers, and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas
3. Remove spots and fingerprints from entrance doors.
4. Dust and clean desks, tables, chairs, counters, cabinets, and other furniture.
5. Vacuum all carpeted areas; and spot clean carpets for spills, stains, mud, gum, tar, etc.
6. Sweep and or dust mop all areas.
7. Clean and disinfect restrooms and kitchen counters.
8. Mop restroom and kitchen floors, spot mop other areas.
9. Clean and disinfect restrooms’ wash basins/sinks, counter tops, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
10. Empty sanitary napkin containers.
11. Place toilet articles in restrooms. Place and refill restrooms’ soap dispensers, paper towels and dispenser, toilet tissues, and toilet cover dispensers.

Annual Janitorial Services

1. Two (2) times per year – Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.

2. Two (2) times per year - Strip, scrub, and re-wax floors with pre-approved product designated for type of flooring.
3. One (1) time per year – Clean exterior windows inside and out. Remove, clean and replace window screens.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|-------------------|---------------------|------------------------|-----------|
| 5 | Historical Museum | 410 Capitola Avenue | 900 | Th |

Specifics: The museum includes an entrance desk, display areas, and a curator's office. Please note that janitorial services **shall not** include cleaning the acrylic display cases. Services are to be performed once a week on Thursdays (except holidays) after 6:00 pm.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers, and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas
3. Remove spots and fingerprints from entrance doors.
4. Dust and clean desks, tables, chairs, counters, cabinets, and other furniture.
5. Vacuum all carpeted areas; and spot clean carpets for spills, stains, mud, gum, tar, etc.

Annual Janitorial Services

6. Two (2) times per year – Clean/shampoo carpeting. Use a vacuum truck-mounted extractor for each cleaning.
7. One (1) time per year – Clean exterior windows inside and out. Remove, clean and replace window screens.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|-------------------|-------------------|------------------------|-----------|
| 6 | Public Works Yard | 430 Kennedy Drive | 950 | F |

Specifics: One-story building mostly occupied by service bays for the repair of City vehicles and equipment. Service required is for one office, one restroom, one locker room,

and a lunch room. Services are to be performed once a week on Fridays (except holidays) after 6:00 pm.

Services shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers, and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas.
3. Clean and mop all carpeted areas and lading stairways. All spills, stains, mud, gum, tar, etc., must be removed and cleaned.
4. Sweep, vacuum, and mop all stairways and landings. Spot clean baseboards. All spills, stains, mud, gum, tar, etc., must be removed and cleaned.
5. Clean and disinfect restrooms' wash basins/sinks, toilet bowls (including underside and tops of seats), urinals, and partitions. Clean, disinfect, and mop restroom floors.
6. Empty sanitary napkin containers and place and refill toilet articles in restrooms.
7. Place and refill restrooms' soap dispensers, paper towels, toilet tissues, and toilet cover dispensers.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|--------------------|---------------------|------------------------|---|
| 7 | Esplanade Restroom | 108 Monterey Avenue | 2400 | 3 x Day, Su-Sa (Apr-Oct) 2 x Day, Su-Sa (Nov-Mar) 4 x Day, F-M (Sp. Holidays) |

Specifics: Restroom Facility. Service will be performed seven days a week (inclusive of holidays) prior to 7:00 AM and 4:00 PM -5:00 PM, with additional service between 1:00 PM -2:00 PM during April-October. An additional service shall be provided between 7:00 PM – 9:00 PM for the four days of the following holiday weekends: Memorial Day, Independence Day, Labor Day.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste

bin storage areas.

2. Remove fingerprints from doors and walls.
3. Clean all counters and appliances.
4. Sweep and or dust mop all areas.
5. Clean, mop, and disinfect restrooms and kitchen floors.
6. Clean and disinfect restrooms’ wash basins/sinks, counter tops, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
7. Empty sanitary napkin containers.
8. Place toilet articles in restrooms. Place and refill restrooms’ soap dispensers, paper towels and dispenser, toilet tissues, and toilet cover dispensers.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|-------------------------|-----------------|------------------------|---|
| 8 | Capitola Wharf Restroom | 1400 Wharf Road | 140 | 3 x Day, Su-Sa (Apr-Oct) 2 x Day, Su-Sa (Nov-Mar) 4 x Day, F-M (Sp. Holidays) |

Specifics: Restroom Facility located at the base of the wharf structure. Restroom has auto locking mechanism. Service will be performed seven days a week (inclusive of holidays) prior to 7:00 AM and 4:00 PM -5:00 PM, with additional service between 1:00 PM -2:00 PM during April-October. An additional service shall be provided between 7:00 PM – 9:00 PM for the four days of the following holiday weekends: Memorial Day, Independence Day, Labor Day.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Remove fingerprints from doors and walls.
3. Clean all counters and appliances.
4. Sweep and or dust mop all areas.
5. Clean, mop, and disinfect restrooms and kitchen floors.
6. Clean and disinfect restrooms’ wash basins/sinks, counter tops, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
7. Empty sanitary napkin containers.
8. Place toilet articles in restrooms. Place and refill restrooms’ soap dispensers, paper towels and dispenser, toilet tissues, and toilet cover dispensers.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|---------------------------|---------------------|------------------------|---|
| 9 | City Hall Public Restroom | 420 Capitola Avenue | 150 | 2 x Day, Su-Sa (Apr-Oct) 1 x Day, Su-Sa (Nov-Mar) 3 x Day, F-M (Sp. Holidays) |

Specifics: Restroom Facility located downstairs in the main lobby. Service will be performed seven days a week (inclusive of holidays) prior to 7:00 AM, with additional service between 1:00 PM-2:00 PM during April-October. An additional service shall be provided between 6:00 PM – 8:00 PM for the four days of the following holiday weekends: Memorial Day, Independence Day, Labor Day.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Remove fingerprints from doors and walls.
3. Clean all counters and appliances.
4. Sweep and or dust mop all areas.
5. Clean, mop, and disinfect restrooms and kitchen floors.
6. Clean and disinfect restrooms’ wash basins/sinks, counter tops, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
7. Empty sanitary napkin containers.
8. Place toilet articles in restrooms. Place and refill restrooms’ soap dispensers, paper towels and dispenser, toilet tissues, and toilet cover dispensers.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|---------------------------|------------------|------------------------|-----------|
| 10 | Jade Street Park Restroom | 4400 Jade Street | 700 | Su-Sa |

Specifics: Restroom Facility located adjacent to basketball courts. The service shall be performed seven days per week (inclusive of holidays) —prior to 7:00 AM.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.

2. Remove fingerprints from doors and walls.
3. Clean all counters and appliances.
4. Sweep and or dust mop all areas.
5. Clean, mop, and disinfect restrooms and kitchen floors.
6. Clean and disinfect restrooms’ wash basins/sinks, counter tops, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
7. Empty sanitary napkin containers.
8. Place toilet articles in restrooms. Place and refill restrooms’ soap dispensers, paper towels and dispenser, toilet tissues, and toilet cover dispensers.

| Item No. | Building Name | Address | Approx. Containers | Frequency |
|----------|--|-----------------|--------------------|-----------|
| 11 | Capitola Village Public Waste Containers | Various Streets | 45 | Su |

Specifics: Collection from public waste containers on Esplanade, Capitola Avenue, Stockton Avenue, San Jose Avenue, and Monterey Avenue. Contents to be transferred to public work yard. The service shall be performed one day per week (inclusive of holidays) —Sunday before 8:00 AM.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.

| Item No. | Building Name | Address | Approx. Containers | Frequency |
|----------|--|-----------------|--------------------|-----------|
| 12 | Capitola Wharf Public Waste Containers | 1400 Wharf Road | 10 | Sat, Su |

Specifics: Collection from public waste containers on Capitola Wharf. Contents to be transferred to public work yard. The service shall be performed two days per week (inclusive of holidays) —Saturday and Sunday before 8:00 AM.

Service shall include:

1. Empty and wipe clean (inside and out) all waste containers and return to original locations. Remove trash to main designated waste bin storage areas.

| Item No. | Building Name | Address | Approx. Square Footage | Frequency |
|----------|------------------|------------------|------------------------|--------------|
| 13 | Community Center | 4400 Jade Street | 5,800 | As scheduled |

Specifics: Details: The Community Center currently has routine janitorial services through a separate agreement. However, daily service (except holidays) will be required for three weeks during the winter months. Provide the costs for both a prescheduled week of cleaning and for annual janitorial services. The facility includes three recreation rooms, restrooms, a kitchen, offices, and hallways.

Service shall include:

1. Empty and wipe clean (inside and out) all waste baskets/containers, replace liners, and return to original locations. Remove trash to main designated waste bin storage areas.
2. Empty and wipe clean (inside and out) all green waste and recyclable baskets/containers and return to original locations. Remove the recyclable contents to main designated recyclables bin storage areas.
3. Clean and dust desks, tables, chairs, counters, cabinets, doors, walls, all interior and exterior glass doors and frames.
4. Sweep and or dust mop all areas.
5. Clean and disinfect restrooms and kitchen counters.
6. Mop restroom and kitchen floors, spot mop other areas; spot clean baseboards.
7. Clean with germicidal solution, disinfect, and mop restrooms and kitchen floors.
8. Clean and disinfect restrooms' wash basins/sinks, toilet bowls (including underside and tops of seats), urinals, walls, and partitions.
9. Empty sanitary napkin containers, all waste baskets/containers, all green waste and recyclable baskets/containers, and replace liners.
10. Place and refill toilet articles in restrooms.
11. Place and refill restrooms' soap dispensers, paper towels, toilet tissues, and toilet cover dispensers.

Annual Janitorial Services

1. Two (2) times per year - Strip, scrub, and re-wax floors with pre-approved product designated for type of flooring.
2. One (1) time per year – Clean exterior windows inside and out. Remove, clean and replace window screens.

APPENDIX B
Standard Agreement and Insurance Requirements

**CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT**
Consultant Name Here

THIS AGREEMENT is entered into on June XX, 2022, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Consultant Name Here , hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1
Scope of Services**

The services to be performed under this Agreement are for consulting services and further detailed in Appendix One.

**SECTION 2
Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Community Development Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3
Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4 **Fees and Payment**

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition, each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 **Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 **Time of Beginning and Schedule for Completion**

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about DATE.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 **Termination**

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8

Insurance

Consultant shall procure and maintain for the duration of the contract and for **1** years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability: (including operations, products and completed operations) | \$1,000,000 per occurrence and \$2,000,000 in aggregate (including operations, for bodily injury, personal and property damage. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and property damage. |
| 4. Errors and Omissions Liability: Limits | \$1,000,000 per claim and \$2,000,000 in the aggregate. |

Other Insurance Provisions

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

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including

attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8 and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10

Civil Rights Compliance/Equal Opportunity Assurance

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11

Legal Action/Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 12

Assignment

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13

Amendments

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14

Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

CONSULTANT

By: _____
Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

Professional Services Agreement _____ (insert date of contract)

Consultant Name Here

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APPENDIX ONE
Scope of Services

APPENDIX TWO Fees and Payments

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$_____ without written advance authorization from the City.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$_____, without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of Consultant Name Here, that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated June __, 2022, and has not been previously paid."

APPENDIX C

Project Pricing

Project Pricing

The person signing this Project Pricing must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Business Name _____

Business Address _____

City, State and Zip Code _____

Name of Person Signing on Behalf of Firm _____

Title of Person Signing on Behalf of Business _____

Signature of Person on Behalf of Firm _____

Dated _____

Phone _____

List any Sub-Service Providers to be used in the performance of this contract:

| Name | Address | Work to be Performed |
|------|---------|----------------------|
|------|---------|----------------------|

Unit prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, and any other overhead necessary to perform the work described in the Scope of Services in a manner specified in the Project Specifications. Proposal prices are also to include any required reporting to the City of work performed.

| Item No. | Building Name | Frequency | Frequency Count per Week | Price Per Month | Total Price Per Year |
|-----------------|--------------------------------------|------------------|---------------------------------|------------------------|-----------------------------|
| 1 | City Hall Administration | Tu, F | 2 | | |
| 2 | City Hall Chamber and Community Room | W, F | 2 | | |
| 3 | Police Department | M, Th | 2 | | |
| 4 | Police Department Annex | M, Th | 2 | | |
| 5 | Historical Museum | Th | 1 | | |
| 6 | Public Works Yard | F | 1 | | |
| 7 | Esplanade Park Restrooms (Apr-Oct) | Sun-Sat | 21 | | |
| 7 | Esplanade Park Restrooms (Nov-Mar) | Sun-Sat | 14 | | |

| Item No. | Building Name | Frequency | Frequency Count per Week | Price Per Month | Total Price Per Year |
|--|--|------------------|---------------------------------|------------------------|-----------------------------|
| 8 | Capitola Wharf Restrooms (Apr-Oct) | Sun-Sat | 14 | | |
| 8 | Capitola Wharf Restrooms (Nov-Mar) | Sun-Sat | 7 | | |
| 9 | City Hall Public Restroom (Apr-Oct) | Sun-Sat | 14 | | |
| 9 | City Hall Public Restroom (Nov-Mar) | Sun-Sat | 7 | | |
| 10 | Jade Stret Park Restrooms | Sun-Sat | 7 | | |
| 11 | Capitola Village Public Waste Containers | Su | 1 | | |
| 12 | Capitola Wharf Public Waste Containers | Sat, Sun | 2 | | |
| TOTAL COST ONGOING SERVICES January 1 – December 31, 2025 | | | | | |

Community Center Services. Three weeks daily service and annual services.

| Item No. | Building Name | Frequency | Frequency Count per Week | Price Weeklong Service | Price Annual Service |
|---|--|-----------|--------------------------|------------------------|----------------------|
| 13 | Capitola Community Center (As Scheduled) | Sun-Sat | 7 | | |
| TOTAL COST COMMUNITY CENTER SERVICES January 1 – December 31, 2025 | | | | | |

Additional Holiday Services. An additional service shall be provided between 6:00 PM – 8:00 PM for the four days of the following holiday weekends: Memorial Day, Independence Day, Labor Day.

| Item No. | Building Name | Frequency | Frequency Count per Week | Price Weekend Service | Price Annual Service (3 Weekends) |
|--|--------------------------------|-----------|--------------------------|-----------------------|-----------------------------------|
| 7 | Esplanade Park Restrooms | F-M | 4 additional | | |
| 8 | Capitola Wharf Public Restroom | F-M | 4 additional | | |
| 9 | City Hall Public Restroom | F-M | 4 additional | | |
| TOTAL COST HOLIDAY SERVICES January 1 – December 31, 2025 | | | | | |