

## **AGREEMENT WITH ALLIED UNIVERSAL TO PROVIDE JANITORIAL SERVICES**

THIS AGREEMENT is made and entered into on this 5<sup>TH</sup> day of October, 2021 by and between Allied Universal Executive Protection and Intelligence Services, Inc., dba Allied Universal Janitorial Services, ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

### **RECITALS**

- A. On July 13, 2021, the City issued Request for Proposal No. 21-077 ("RFP"), by which it sought a contractor to provide janitorial services for the Santa Ana Police Department.
- B. Contractor submitted a timely proposal that was selected by the City and Contractor represents that it is able and willing to provide such services to the City as detailed in the RFP and addenda thereto. The RFP, addenda, and Proposal shall each be incorporated by reference to this Agreement, as though fully attached hereto.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

### **1. SCOPE OF SERVICES**

Contractor shall perform the services described in the scope of work attached hereto as Exhibit A. City shall provide to Contractor's employees a copy of City's Facility Security Rules attached as Exhibit B. Contractor is required to provide services to any location requested by City, including those not listed herein. At any time during the term of this Agreement, and at the sole discretion of the City, facility locations may be added or removed, services hours may be modified, and services may be increased or decreased, according to City needs.

### **2. COMPENSATION**

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C**. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$2,233,523.04, which is comprised of (1) the sum of \$2,030,475.49 as allocated annually in the respective amounts stated in Exhibit C and (2) a contingency of \$203,047.55 for additional services at the City's sole discretion.
- b. As required by the RFP, annual cost increases are included within the Consultant's Cost Proposal attached here to as Exhibit C. Any additional increase in costs to Exhibit C

or to the Compensation amounts detailed in Section 2.a., above, shall be subject to approval by the City Council. The City requires bonafide proof of cost increases prior to any price escalation adjustment, including any state mandated minimum wage increases. No retroactive pricing adjustments shall be considered. The City shall enforce, adjust, or cancel escalating price agreements as it sees fit. The net dollar amount of profit shall remain firm during the period of this agreement. Adjustments increasing the proposers profit shall not be allowed during the Initial Term of the Agreement, as detailed below in Section 3.

- c. For any extension period, defined in Section 3 below, Contractor shall provide a written request within one hundred twenty (120) days of the expiration of the Initial Term to the City seeking an increase in costs. Any increase in price shall be subject to approval by the City Council. If the parties cannot mutually agree on new rates for the extension periods, if any, either party shall have the right to terminate this Agreement after the initial term upon sixty (60) days' written notice of termination to the other party
- d. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on November 1, 2021 and continue for a three (3) year period until October 31, 2024 with the option for the City to grant up to two (2) one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent Contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical



drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## **6. INSURANCE**

Contractor shall procure and maintain for the duration of the contract 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **Other Insurance Provisions**

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

#### ***Additional Insured Status***

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies (note – should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:



1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

#### ***Verification of Coverage***

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **7. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

### **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **9. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **10. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined



and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

### **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by

the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

#### **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Chief of Police  
City of Santa Ana  
60 Civic Center Plaza  
Santa Ana, California 92702  
Fax: 714-245-8007



To Contractor:

Allied Universal Janitorial Services  
1551 N. Tustin Ave.  
Suite 650  
Santa Ana, CA 92705  
Attn: Mark E. Olivas, President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Contractor is providing services not contemplated by this Agreement
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

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Daisy Gomez  
Clerk of the Council


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Kristine Ridge  
City Manager

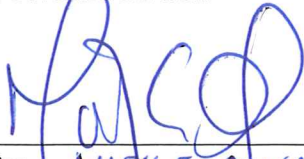
[signatures continue on next page]

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

By:   
Tamara Bogosian  
Senior Assistant City Attorney

**CONTRACTOR:**

  
By: MARK E. OLIVAS  
Title: PRESIDENT

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
David Valentin  
Chief of Police



EXHIBIT A  
CITY OF SANTA ANA  
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES

SCOPE OF SERVICES

1.0 INTRODUCTION

1.1 Description of Organization: The Santa Ana Police Department and Jail Facility opened in January 1997. The police facility is 240,000 square feet and the Jail is 160,000 square feet. The Police Department and Jail are 24-hour, 7 day a week operations. Over 600 employees work out of this state-of-the-art facility, which deals with daily normal police business, sensitive security issues, VIP tours, community oriented policing and many other law enforcement responsibilities. It is necessary to insure this facility maintains its high standards as a safe and healthy workplace, as well as sustains a continued superior professional appearance. Therefore, it is critical that the furnishings, fixtures and equipment be thoroughly cleaned in a quality manner and on a regular basis by the best possible janitorial maintenance organization.

1.2 Purpose: The purpose of this RFP is to generate proposals for janitorial maintenance services that are required for those designated portions of the Santa Ana Police Department, Jail Facility, grounds, and off-site substations, and other facilities.

Police Administration & Jail Facility: 60 Civic Center Plaza, Santa Ana, CA 92701

To be serviced (7) seven days a week. The square footage covered under this agreement is approximately 200,000 square feet in the Police Facility, 20,000 square feet in the Jail and 2,000 square feet in the firing range (which is located under the parking structure ramp). The parking structure and grounds equates to approximately 25,000 square feet total, all of which are also covered under this agreement.

Southeast Substation: 1780 E. McFadden #114B, Santa Ana, CA 92705

To be serviced (3) three times per week. Refer to Section 5.4.5.

Westend Substation: 3750 W. McFadden Unit I, Santa Ana, CA 92704

To be serviced (3) three times per week. Refer to Section 5.4.6.

Centennial Training Facility, 3000 W. Edinger Road., Santa Ana, CA 92704

Evidence Warehouse. Review of square footages and photos. Address to be provided to successful proposer.

Facility floor plans are included as an attachment to this RFP to further define what areas are covered under this agreement. The general scope of services is listed below, with more specific detail included in the body of this RFP.

Cleaning, disinfecting & descaling plumbing fixtures and associated areas

- Vacuuming and cleaning carpet, mats, wall/furniture fabric and upholstery
- Cleaning non-carpeted floors
- Disinfecting furniture, fixtures, walls & partitions
- Cleaning HVAC vents, blinds, drapes and wall fabric

- General and high dusting,
- Sweeping and trash pick-up for on-site parking, driveway and entry areas
- Pick up recyclables, bottles and plastic
- Windows, glass and mirror cleaning
- Rearranging furniture
- Refilling dispensers
- Emptying trash and ash can receptacles
- Waxing vinyl and tile floors
- Spot cleaning various surfaces
- Spray buffering & machine scrubbing hard floors
- Sweeping of patios, balconies and exterior areas
- Cleaning of food areas, microwaves and refrigerators
- Cleaning of fitness equipment
- Semi-annual wall clock battery replacement & time reset

- 1.3 Statement of Work: Proposer shall submit a specific work plan in the form of a detailed breakdown that will meet the Police Department's overall listed maintenance and quality objectives. The quantity of proposed work hours must be included in this breakdown. The proposer shall furnish all necessary labor, supplies, tools, uniforms, transportation, parking, and insurance required for the provision of required services.

## 2.0 STAFFING

- 2.1 Minimum Staffing: The Santa Ana Police and Jail Facility have been utilizing private janitorial maintenance since it opened as a new facility in January 1997. Minimum staffing levels for Monday through Friday janitorial maintenance are one (1) On-site Supervisor, working eight (8) hours each day, (6) full-time janitorial personnel, all working eight (8) hours each day, and three (3) Part-Time janitorial personnel, working four (4) hours each day. Weekends and Holidays staffing levels are three (3) janitorial personnel, all working (8) hours each day. There shall be (2) full-time staff assigned to the morning shift and (5) full-time staff assigned to the afternoon shift. All full-time staff assigned to Monday-Friday.
- 2.2 Hours:  
Monday-Friday: Morning Shift- 5:30AM-2:00PM; Afternoon Shift- 2:00PM-10:30PM  
Weekend & Holidays: 6:00AM-2:30PM
- 2.3 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 key positions. The Contractor shall be responsible for, but not limited to the following:
1. Adherence to schedules



2. Maintenance or replacement of cleaning equipment
3. Notify Police Administrative Budget Manager or designee of personnel changes
4. Training of new personnel

### 3.0 RULES OF OPERATION

- 3.1 Contractual Obligations: The City shall require certain contractual obligations, which may include, but are not limited to the following:

1. Inclusion of Proposal: The proposal submitted in response to this RFP shall be a required part of the final agreement with the selected proposer.

- 3.2 Agreement: A resulting agreement shall include any written material made as part of your proposal. This material may include but is not limited to: answers to questions contained in this RFP, letters, telegrams, facsimile and product literature.

- 3.3 Closed Shop Agreement: Contractor agrees to provide union member only employees for the entire duration of the agreement. Union is defined as an organized association of workers, formed to protect and further the rights and interests of the worker.

- 3.4 Labor Relations:

Contractor shall be responsible for its own labor relations with any trade or union representative about its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Contractor shall immediately give written notice thereof to the Police Administrative Budget Manager, or designee.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Contractor which results in the curtailment or discontinuation of the Services provided hereunder, the City of Santa Ana shall have the right during said period to employ any means legally permissible to have the Services provided including, without limitation, providing the service itself or contracting with another provider of custodial services and deducting the difference in cost from any future payments to Contractor.

In the event of a work stoppage by employees of the City or any of the City of Santa Ana other contractors affecting the site, Contractor shall furnish the Services required to keep the site in a secure condition acceptable to the City. In the event of danger to the employees of Contractor, such Services shall be performed by Contractor's management and supervisory employees in cooperation with the City of Santa Ana.

- 3.5 Registration and Compliance with CA Department of Industrial Relations: The Contractor must be registered with the California Department of Industrial Relations ("DIR") and be qualified to perform janitorial work in accordance with Labor Code Section 1420 et seq. (commonly known as the Property Service Workers Protection Act), including establishment of a biennial in-person sexual violence and harassment training program, in order to maintain compliance with the DIR's requirements for the janitorial trade.

For more information, please visit:

[https://www.dir.ca.gov/dlse/Janitorial\\_Providers\\_Contractors.html](https://www.dir.ca.gov/dlse/Janitorial_Providers_Contractors.html)

- 3.6 Labor Regulations: The contractor shall comply with all applicable requirements of the California Labor Code, specifically Labor Code Sections 1060-1065, regarding displaced janitors. It is the Contractor's responsibility to review this legislation and be familiarized with its content accordingly. An excerpt from this statute is set forth as Attachment (3).
- 3.7 Changes to Terms & Conditions: Proposers are to submit, as part of their proposal, any changes or modifications to the terms and conditions they may wish the City to consider. Proposers are encouraged to offer any other options, with the understanding that their proposal shall first address the RFP requirements. Options are to be identified as such.
- 3.8 Errors and Omissions: Proposer shall not be allowed to take advantage of any errors or omissions in the RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City in a timely manner.

#### 4.0 OTHER GENERAL CONDITIONS

- 4.1 Point of Contact: The Proposer's on-site Supervisor or designee shall be the primary point of contact with the Santa Ana Police Administrative Budget Manager or designee. During times when the Proposer's supervisor is not on-site, the point of contact shall be the Proposer's Agreement Administrator. The on-site Supervisor and Agreement Administrator shall be capable of communicating the English language (read and understand), to facilitate a clear understanding between the Police Administrative Budget Manager and designee. The Agreement Administrator, or designee, shall be available via cell phone during the Proposer's normal business hours. The Proposer shall provide an emergency telephone number that will be answered 24 hours a day, 365 days a year.

The Santa Ana Police Administrative Budget Manager or designee shall have authority to direct the Proposer's performance in matters relating to policy, information and procedural requirements. The Police Administrative Budget Manager shall also monitor the Agreement and the performance of the Proposer. The Proposer's Agreement Administrator shall be responsible for management and coordination of the agreement and shall act as the administrative point of contact with the City.

- 4.2 Maintenance Requirements: The cleaning of all facility areas, furnishings, fixtures and equipment covered by this RFP shall be performed in a safe, complete, and scheduled manner for which each item and surface was designed. The work shall include preventive and corrective maintenance, cleaning, inspection, and notification. All services shall be performed in a manner that is minimally disruptive to normal facility operations. The Police Administrative Budget Manager or designee shall approve any shutdown of areas or systems for maintenance in advance.

The City reserves the right to seek services from other resources if the Proposer does not respond in the time frames described in the RFP to meet any maintenance work needed. The cost of such alternate services shall be deducted from the City's payment to the Proposer.

- 4.3 Work Priorities: In performing the work, the Proposer shall consider in priority order, the following items:

1. Occupant safety, which is the safety of staff, visitors, inmates, and other persons at the site.



2. Maintenance to be performed in a high quality manner to provide a clean and healthy workplace all the time. Proposer's furnished equipment shall be in good working condition at all times. Proposer's furnished cleaning chemicals, supplies, carts, and equipment shall be on-hand at all times to meet the needs of the cleaning staff and must be approved by the Police Administrative Budget Manager or designee, and must be quality commercial brands.

4.4 General Security Requirements: The Proposer shall furnish identifiable uniforms and employee identification cards for their employees. Employees are required to wear uniforms and I.D. (see 4.5, 7), in plain view whenever working on-site. The Proposer, upon request by the Police Administrative Budget Manager, shall remove from the premises employees who, in the opinion of the Police Department, have exhibited improper conduct or are not performing the work assigned. Employees shall be required to have a criminal record check and be approved by the Police Department's Personnel Division prior to working on-site. This also includes any "on call staff" used by the Proposer.

4.5 Specific Security Requirements: 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. The following security requirements shall be in effect at all times. Failure to abide by any of these items by any employee may result in removal from the facility and or criminal charges.

1. Background Investigation- All Proposer's personnel who work in or visit/inspect (unescorted) the facility shall successfully complete a background investigation conducted by the Santa Ana Police Department Personnel Division before beginning work. At least forty-five (45) days prior to an employee beginning work, the Proposer shall submit the following information to the Police Department Personnel Division:

First Name, middle name, last name

Date of birth

Current residence address

Photocopy of valid government issued photo identification

Photocopy of valid Social Security Card

Proof of U.S. citizenship or legal work status

The Proposer shall insure the employee candidate meets with the designated Police Department Personnel Division background investigator in a timely manner so the background process can begin. The Proposer shall be notified when the background has been completed, thus clearing the employee to begin work on-site. The Proposer shall be notified of any employees that are refused for employment within the facility.

2. Facility Security- During their first week of working on-site, the Police Administrative Budget Manager or designee shall give each employee a copy of the Santa Ana Police Facility Security Rules (Exhibit B), which the employee will read and sign. This form shall be maintained by the Property Administrative Manager or designee.

All tools, equipment, parts and other items used by the Proposer at the Jail Facility shall, at all times, remain in the direct possession and control of the Proposer's employees. Failure to adhere to these requirements, such as



leaving a tool in an inmate accessible area, shall be considered a breach of security. This shall result in subsequent action by the Police Department, up to and including the removal of the involved Proposer's employee from the facility and/or criminal charges.

3. Facility Access- The Police Department front desk staff shall issue keys and access card to each on-site employee at the start of each assigned work shift. No issued keys or access cards shall be removed from the premises during the work day. Each employee shall return their issued keys and access card immediately at the end of their assigned work shift to the Police Department front desk staff. The Proposer's employees shall adequately secure the keys on their person while on-site. Items that become lost, missing, or stolen shall be immediately reported by the Proposer's employees or Supervisor to the Police Administrative Budget Manager.

The Proposer shall reimburse the Police Department for direct and indirect costs associated with re-keying any buildings or portions of buildings when the Police Department determines that a breach of security is a result of lost, misplaced, or stolen keys issued to the Proposer's employees.

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 work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately.
5. Supervision- Contractor shall provide a supervisor who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship of other employees. Said supervisor shall be able to communicate effectively in both written and oral English.
6. Employee Parking- Free public parking is almost non-existent surrounding the police facility. There is a stadium parking structure across from the police facility, which charges an hourly, daily, or monthly fee for parking. Proposer shall be responsible for providing parking for their employees and paying any necessary fees. There is no on-site police parking available.
7. New Employee Uniform- 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.

Uniform shall consist of shirt and full-length pants. Color of the uniform shall be mutually agreed to by the Contractor and the Police Administrative Budget Manager or designee.

Employees shall wear a nametag and Department provided photo ID. Both shall be worn in plain sight, above the waist at all times while the employee is on City property. Contractor's employees are required to provide proper identification at the beginning of their shift every day. There is no exception to this requirement, which is to ensure only authorized Contractor employees enter our facilities.

8. Removal of Staff- The City requires the Contractor to remove any 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, the Contractor shall remove that employee from all work under this contract.
9. Backup Staff- The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff.

- 4.6 Employee List: The Contractor shall provide to the Police Administrative Budget Manager or designee and accurate list of all personnel who have any relationship to work performed within the scope of this contract. List data shall indicate the following:
- a) First and Last name of employee
  - b) Phone Number
  - c) Title
  - d) Shift/Work hours

Changes to the list shall be reported, in writing to the Police Administrative Budget Manager or designee.

## **5.0 SCOPE OF SERVICES, EQUIPMENT & SUPPLIES**

- 5.1 Equipment & Supplies Furnished by Proposer: The Proposer shall provide all cleaning appliances, tools, (i.e.: vacuums, mops, carts, floor polishers, ladders, signs, etc.) and all cleaning chemicals, urinal screens and cakes, rags, sponges, vacuum bags, trash can liners, soap-dispensed cleaners, sanitary napkins, and miscellaneous supplies. All supplies will be ordered and delivered in a timely manner. The contractor shall furnish and maintain all equipment necessary for properly maintaining the Police Department and off site substations. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Any equipment determined to be in poor condition or inoperable, 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.

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

Trash can liners shall be black in color. To insure proper strength to avoid leaks and spills, liners shall be a minimum of 1.0 mil thick for 39 gallon or less receptacles and a minimum of 1.25 mil thick for liners 40 gallons or more.

Carpet warranty specifications, marble and granite warranty specifications, and occupant health mandate the following vacuum, floor scrubber, and carpet extractor equipment specifications (no substitutions). All HEPA filter replacements, vacuum bags, floor bushes and pad holders, scrubbing and polishing bonnets, and associated



items, attachments and solvents/cleaners shall be furnished by the Proposer.

1. Approved upright vacuums: Vacuum Cleaner Pacer 112 UE with HEPA filtration or equivalent
  2. Approved canister vacuum: Mighty Canister Vacuum or equivalent
  3. Approved wide area vacuums: Nitfisk Advance Carpetriever 28 or equivalent
    - a. A total of eight (8) new upright vacuums, three (3) new canister vacuums and three (3) new wide area vacuums shall be supplied by the Proposer for the on-site staff to use on a full time basis, the day the initial contract begins. Four (4) new upright vacuums, one (1) new canister vacuum, and one (1) new wide area vacuum shall also be supplied by the Proposer at the start of each subsequent contract renewal year.
  4. Carpet Extractor: One (1) self-contained hot water extractor shall be supplied and used for any carpet cleaning, with a minimum of 20 gallon capacity, 100 psi water pressure through the injection nozzles, a reel-type soft bristled agitation brush and a water lift of 130 inches. Make and model shall be submitted before the initial contract begins, by the Proposer for approval by the Police Administrative Budget Manager, but must meet the above specifications.
  5. Automatic Walk Behind Floor Scrubber: One (1) self-contained automatic walk behind floor scrubber battery operated shall be supplied by the Proposer for the on-site staff to use on a full time basis, the day the initial contract begins.
    - a. Nitfisk Advance Convertamatic 28 or equivalent
- 5.2 Items Furnished by City: The only items furnished by the City shall be the supply of paper towels, toilet paper, soap dispenser refill units and batteries, and toilet seat covers. Items shall be located on the loading dock.
- 5.3 Specific Maintenance Tasks
- 5.3.1 Daily Cleaning and Disinfecting of Drinking Fountains and Sinks: Remove all obvious soil, streaks, smudges, etc., from the hardware, including the spouts and drain. After cleaning and disinfecting, the entire drinking fountain and/or sink (sink refers to all sinks in coffee rooms or lounges too) shall be free of streaks, stains, spots, smudges, scale, and other removable soil. Oil is not to be used to polish metal fixtures. If needed, lime away or a similar product shall be used to eliminate water build-up.
  - 5.3.2 Daily Cleaning and Disinfecting of Wash Basins, Toilets, Urinals and Showers: Apply a germicidal detergent solution to all surfaces of wash basin, toilets, toilet seat hinges, pipes, urinals, showers and adjacent surfaces. Dry all metal surfaces of faucets, handles, valves, etc. Shower wall, floor and soap scum, mold and mildew shall be removed daily and drain screens cleaned of hair and lint, Oil is not to be used to polish metal fixtures.
  - 5.3.3 Daily Cleaning of Entrance Mats: Remove moisture, wet or dry soil, and any debris from carpeted entrance mats. Ensure mats are properly positioned on the floor.
  - 5.3.4 Daily Cleaning of Floor Drains: Clean all floor drains and remove corrosion and tarnish.
  - 5.3.5 Daily Vacuuming of Carpets: Remove visible and hidden soil and debris from the carpet surface and from within the carpet tile. Chairs, trash receptacles, power cords, boxes, and other such items shall be tilted or moved when necessary. Special attention



shall be paid to corners and along walls, under and between furniture, to insure carpet is thoroughly cleaned in all areas. The carpet shall be free of all visible soil and litter. For noise reduction, which is essential to the 911 emergency police dispatch operation, the built-in vacuum system supplied by the police Department will be used when vacuuming the Police Communications area.

- 5.3.6 Daily Damp Mopping of Non-Carpeted Floors & Weekly Machine Scrubbing of Stone Floors: Remove soil, hair, dust and debris from non-carpeted floors. Trash receptacles and other such items shall be moved as necessary and returned to their appropriate location. All accessible areas of the floor shall be damp mopped. Care shall be taken to prevent splash and mop marks from being visible on furniture legs, doors, etc., "Caution –Wet-Floor" signs shall be placed so as to provide sufficient safety measures. After a floor has been damp mopped, it shall have no puddles water and be free of soil, stains, debris, streaks, and swirl marks. All wet floor signs shall be removed and put away after the floor surface is dry.
- 5.3.7 Daily de-scaling of Toilets and Urinals: Remove scum, mineral deposits, rust stains, etc.
- 5.3.8 Daily Disinfecting of Furniture, Fixtures, Walls, & Partitions within Restrooms, Lunchroom, and Locker Rooms: Damp wipe and disinfect all non-wood hard surfaces of furniture, fixtures, walls, partitions, doors, and lockers. Special care shall be taken to insure these surfaces are not scratched, damaged, or stain.
- 5.3.9 Daily Vacuuming of all Fabric Furniture Surfaces: Remove all dust, lint hair, litter, and dry soil from all fabric surfaces of chairs, couches, work station partitions, and other furniture with a fabric covering.
- 5.3.10 Daily Dusting of Locker Tops: Dust locker tops in dressing areas, storage rooms, locker rooms and maintenance areas.
- 5.3.11 Daily Dusting of Building Surfaces: Remove all dust, lint, litter, dry soil, etc., from the surface of ledges, window sill, locker tops, and fire extinguishers. This shall also be done for computer tops, wall and door frames and sills, light switches, pictures, partitions, rails, and other types of fixtures and surfaces which are not considered to be furniture surfaces. This also applies for specialty equipment such as test equipment, computers, typewriters, calculators, etc., which are located anywhere between the floor surface, up to nine (9) feet in height. Dusting shall be accomplished by the removal of soil from the area- not by moving it from one surface to another. This includes the cleaning of the atrium wood ledges. Dusting shall be completed using micro dusting wipes.
- 5.3.12 Daily Emptying of all Trash and Ash Receptacles: All waste baskets, cigarette ash receptacles and other trash containers shall be emptied and returned to their initial location. Boxes, cans, papers, and other containers marked "TRASH" (or are obviously trash) shall be removed. All waste from such receptacles shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. All recycle bottles and plastics will be picked up.
- 5.3.13 Daily General Cleanup: Remove any found litter and clean unsightly soil from building, fixtures, walls, door frames, and surfaces. Remove any spilled liquids or solids. . Remove carpet stains. Pick up abandoned lunchroom trays or utensils and deliver them to the lunchroom.
- 5.3.14 Daily Rearranging of Furniture: All furniture moved by the Proposer's employees during

the performance of services shall be returned to its appropriate location. All items such as trash receptacles or desk chairs shall be moved so cleaning can take place underneath them and then they shall be returned to their appropriate location.

- 5.3.15 Daily Refilling of Dispensers: Check and refill each toilet paper dispenser, soap dispenser (including provided batteries), paper towel dispenser, toilet seat cover dispenser, and feminine hygiene product dispenser. The supplies shall be placed in the dispensers in accordance with the directions of the supply and dispenser manufacturers. Soap dispensers and adjacent surfaces shall be wiped to remove spillage. Care shall be taken not to damage, dent or bend the dispenser.
- 5.3.16 Daily Removal of Carpet, Chair Upholstery & Panel or Wall Fabric Stains: Clean all stains as quickly as they are found, so as not to allow them to set into the fabric. If the stain is a coffee spill, use product similar to Interface Coffee Breaker (supplied by Proposer) and follow manufacturer's recommended procedures. Do not extract or blot. Simply spray affected area.
- 5.3.17 Daily Replacement of Trash Receptacle Liners: All soiled or torn trash receptacle liners shall be placed with a new trash receptacle liner. The liner shall be replaced in such a manner as to present a neat uniform appearance. Soiled trash liners are not to be reused.
- 5.3.18 Daily Spot Cleaning of Building Surfaces, Furniture and Fixtures: Remove smudges, fingerprints, marks, streaks, tape, etc., from the surface of ledges, windows, vending machines, partition glass, window sills, fire extinguishers, counter tops, walls, doors, door frames and sills, pictures, partitions, rails, and other type of fixtures and surfaces. This includes all items from the floor surface to 11 feet in height. Care shall be taken not to permanently mark, scratch or discolor the surfaces.
- 5.3.19 Daily Spot Cleaning of Trash Receptacles: Remove nonpermanent stains and soil from the interior and exterior of trash receptacles.
- 5.3.20 Daily Cleaning of Outside Patios, Parking Structure, Balconies, and Building Entryways (both in front of Police Facility & Jail): Remove cobwebs from overhead surfaces and lights affixed to the building entryway areas. This includes cleaning the exterior of glass and metal doors, door thresholds and hardware. Sweep the two (2) fourth floor patios and wipe down their handrails and railings. Sweep or hose down the paver area outside the Community Room entrance and wipe down the handrails outside the PD lobby, Jail lobby and Community Room. Remove any litter, cigarette butts, or bird droppings in these areas too. Sweep the entryways to the PD and the Jail, including the employee entrance. Remove any visible debris along the edges of the planters located outside the front of the PD and Jail facility. Remove any visible trash on the floor from the parking structure, around parking stalls, and fuel pump area.
- 5.3.21 Daily Cleaning of Entrance Glass, all Glass Mirrors and Spot Cleaning of Office and Workstation Glass: Clean both sides of all surrounding building entry door glass and entry doors for a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Remove any paper and tape. Clean all mirrors in restroom, locker rooms, and fitness center in the same manner as above. Spot clean office and work station glass as needed on a daily basis. Clean glass entrance doors to Police facility and Jail at least twice daily.
- 5.3.22 Daily Cleaning of Microwave Ovens: Clean inside and outside of all microwave ovens, removing crumbs and spills.



- 5.3.23 Daily Emptying of Trash in Outside Patios, Balconies, and Entry Door Areas (including the exterior front of the PD, Community Room, Jail, and assigned parking areas): Empty trash receptacles and smoking urns in patio, balcony areas, and parking areas. Clean receptacles as needed each time. This includes receptacles that may be placed outside any entry doors, such as outside the front of the police department, jail and police community room, employee north entrance areas.
- 5.3.24 Daily Breakdown of Cardboard Boxes: Cardboard cartons are to be broken down flat and put into the proper trash container, including any boxes on the loading dock.
- 5.3.25 Daily Spot Cleaning of Ceilings: Remove any toilet paper, cobwebs, dust buildup and other debris from the ceiling, ceiling vents and ceiling light fixture holders.
- 5.3.26 Daily Dusting of Walls and Ceilings: Remove all dirt, lint, litter, cob webs, dry soil, etc., from walls and ceilings.
- 5.3.27 Daily Cleaning of Wood Furniture: Care shall be taken not to scratch or mark wood surfaces, while insuring that they have been thoroughly cleaned.
- 5.3.28 Daily Cleaning of Fitness Center Exercise Equipment: Wipe down all metal to polish off shoe marks and sweat stains. Clean upholstery and wipe off shroud and side rails of the treadmills, as well as the consoles on all treadmills and other machines to remove sweat and stains. Clean tops of any rubber mats and under each treadmill by extra-vacuuming up the dust and black motor powder.
- 5.3.29 Daily Safety and Precautionary Measures: Secure work area and equipment to prevent passage by the general public and City staff, and denote it as such. Work area and equipment shall stay under that condition until work is complete, equipment is vacated, and passage is safe by the general public and Police Department employees. The proper quantity and type of safety signs, such as "caution wet floor shall be placed by the Proposer's employees every time conditions exist that warrant such signs. Signs are to be picked up and stored in the proper janitor room once the condition no longer exists to warrant such signs.
- 5.3.30 Daily Clean Up of Loading Dock: Daily sweep loading dock area and remove accumulated debris.
- 5.3.31 Weekly, Clean Two (2) Police Lunchroom Refrigerators: (One refrigerator – on Mondays, one refrigerator – on Fridays). Clean interior and exterior of refrigerator surfaces. Dispose of all food and temporary containers. Do not dispose of permanent containers, such as those made of glass or metal.
- 5.3.32 Weekly Spray Buffing of Hard Floors: Clean and restore a uniform gloss and protective finish to resilient tile or terrazzo floors that are finished with a floor finish. All chairs, trash receptacles, etc. shall be tilted or moved where necessary to spray buff underneath. The entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall be removed from baseboards, furniture, trash receptacles, etc.
- 5.3.33 Weekly Dusting of Blinds and Draperies: Clean all blinds, shades, and draperies. Care shall be taken not to spread dust into the air.
- 5.3.34 Weekly Dusting of Ceiling, Atrium ledges, Lunchroom drywall ledges, and Wall HVAC Vents: Clean all HVAC vents and area immediately surrounding them. Dust all atrium ledges at the glass/wood railing areas and at the atrium stairs. Dust lunchroom drywall ledges. Care shall be taken not to spread dust into the air.



- 5.3.35 Weekly High Dusting: Remove dust, cobwebs, oily film, etc., from all fixtures and surfaces above 11 feet from the top of the floor. This includes lights, grills, light fixtures, pipes, sprinkler system, cables, ledges, walls, atrium wood and ledges, ceilings, vents, etc. Care shall be taken not to spread dust into the air. Dust free products shall be used such as micro fiber dusting rags.
- 5.3.36 Monthly Cleaning/Dusting of Trophy Cases: Remove items from trophy cases located on the 1<sup>st</sup> and 2<sup>nd</sup> floor; wipe down interior shelves, interior/exterior of glass doors.
- 5.3.37 Monthly Machine Scrubbing of Glazed Tile and Stone Floors: Deep cleaning to be performed in a manner to remove heavy stains, mildew and mineral deposits from the surface. After scrubbing, the surfaces shall be rinsed thoroughly to remove all remaining cleaning solution. After cleaning, the floor and grout shall have a uniform appearance free from film, minerals, deposits, corrosion stains, etc. Areas not accessible with the buffer shall be manually scrubbed with an abrasive pad. Apply sealer to tile areas, after machine scrubbing except in shower areas.
- 5.3.38 Quarterly Re-Waxing Vinyl & Tile Floors: If there are black marks, marks from chair glides, or imbedded soil in the finish, they shall be removed before re-waxing. A uniform coat of approved floor finish shall be applied. After the finish has dried, the appearance shall be uniform with no visible stress marks, swirls, etc. Remove all stripping or detergent solution from the baseboards, door, or other non-floor surfaces and in adjacent spaces.
- 5.3.39 Quarterly Carpet Cleaning: Carpet cleaning is usually done on a quarterly basis, coordinated through the Police Administrative Budget Manager to determine exact cleaning locations. Care shall be taken to insure the carpet is thoroughly cleaned and dry prior to opening the area up to foot traffic.
- 5.3.40 Quarterly Cleaning/Wipe-down of Vehicle Storage Lockers: Wipe down the outside lockers of any dust, dirt, or debris. Care shall be taken not to spray any cleaning solution or water directly into the lockers through the open slots.
- 5.3.41 Strip and Refinish Tile Floors (as needed): All non-fixed furnishings such as tables, chairs, desks, trash receptacles, storage containers shall be removed prior to stripping unless exempted by the City. Remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Manual scrubbing devices shall be used in areas inaccessible to the floor machine.
- 5.3.42 Bi-Annual Window Cleaning: Completely remove dust, cobwebs, smudges, tapes, oil film and other types of soil from all interior windows and partitions. Remove drip and splash marks from all adjacent surfaces. Glass in open space and office partitions, entry glass doors and entry area glass panels are included in this project (including police facility & Jail facility). The two (2) atrium skylights in the ceiling of the police facility, Community Room and Lunchroom skylights, and the exterior of the facility windows are not included in this project.
- 5.3.43 Daily Cleaning of Lunchroom: The entire police lunchroom, including cashier, restrooms, eating areas, vending machines, hallway, glass and painted doors, and refrigerators are all included in this contract. Areas should be cleaned so grease, dirt, food particles, trash and other litter are thoroughly cleaned and removed from surfaces. This area needs to remain a healthy and clean environment on a daily basis.
- 5.3.44 Weekly Hose Wash and Trash Pick Up of Exterior Canine Kennel, Trash Compactor Area, and Loading Dock: Using department supplied hose, wash down area into floor

drain. Pick up trash.

5.3.45 Stairwells: As needed clean/mop the four cement stairwells located at each corner of the PD Facility.

5.3.46 Dusting and cleaning of other areas as requested: there are several mobile shelving units throughout the Administration building that may require dusting as requested by supervisor.

5.4 Specific areas to be maintained

5.4.1 Jail Facility (on a daily basis)

First Floor- Medical Offices- 1H112, 1H114 and 1H115  
Central Control Room and 1 employee restroom  
Kitchen Restroom 1B and 1C  
Booking (employee area only)  
Booking area restrooms 1D and 1E  
Attorney Visitation  
Watch Commander's office  
Exterior Jail Sally port

Second Floor- All of Jail lobby and 2 public restrooms  
Exterior entrance area  
Room #2144 Jail Administrator  
Room #2145 Jail Manager  
Room #2149 Jail Manager  
Jail Briefing/roll call room and 1 employee hallway restroom  
All of Records and Administration areas including 2 restrooms, hallways and coffee car area, conference room  
Visitor Hallway  
Sally port hall and release vestibule (exterior and interior)

Third Floor- Medical Offices- Room #3H108, 3H109  
Citizen visitation area, including visitor elevator  
Staff Restroom 3A  
Room #3H110

Fourth Floor- Medical & Dental Offices- Room #4H108, 4H109  
Citizen visitation areas  
Staff restroom 4A

5.4.2 Police Facility- day use areas

First Floor- Room #1113 K-9 Office  
Room #1159 Building Maintenance Office on Loading Dock  
Roll-Call Room  
Room #1219 Property & Facilities Division Commander  
Men's and Women's locker rooms, rest rooms  
West men's and women's restroom

Second Floor- PD Lobby  
Room #2136 Patrol Bureau Commander  
Room #2119 Press Information Officer  
Room #2122 District Commander  
Room #2124 District Commander  
Room #2125 District Commander  
Room #2128 District Commander  
Room #2130 Professional Standards Commander  
Room #2175 Traffic Division Commander

Room #2172 Records Manager  
 Room #2161 Station Supervisor  
 Room #2163 Watch Commander  
 Sgt. Office Area  
 West men's and women's restroom  
 Lobby men's and women's restrooms  
 Lunch Room  
 Report Room  
 Hallway between report room and Record's officer counter  
 Records  
 Evidence office area and viewing room  
 Third Floor- Room #3160 District Investigations Division Commander  
 Room #3213 Investigations Bureau Commander  
 Room #3167 CAP Division Commander  
 Special Investigations Area  
 West men's & women's restrooms  
 Fourth Floor- Room #4171 Chief of Police Area: Chief's Office, & restroom,  
 conference room and administrative, clerical and copier areas, and  
 Intelligence Sergeant's Office  
 Room #4164  
 Room #4166  
 Room #4167  
 Room #4168  
 Room #4160  
 Room #4162  
 Room #4156  
 Room #4151  
 Room #4157 Computer Services Manager  
 Room #4146 Fiscal office area: file room, Fiscal officer and employees  
 Room #4131 Computer office  
 Room #4155 Crime Analysis  
 Room #4159 Personnel interview room  
 Room #4116 Vacant  
 Room #4119 Communication Division Commander, 2 restrooms, break  
 room, 911 area  
 Room #4224 Training Division Commander  
 Room #4227 Video training area: four (4) rooms  
 Room #4212 Driving simulator room  
 Room # Arrest & Control Training Center  
 Room #4244 Area: seven (7) Professional Standards offices,  
 conference room, file room and reception area

#### 5.4.3 Police Facility- high use areas

First Floor- All of Men's and Women's locker rooms, restrooms, showers, and sleep  
 centers.  
 Bruce R. Carlson Fitness Center and aerobics room  
 Hallway  
 Room #1119 Roll-Call Room  
 Men's and Women's west side restroom  
 Exterior parking lot and both levels of parking structure  
 2 Atriums  
 Second Floor- Room #2114 Patrol conference room  
 Suspect interview rooms and mug/print rooms  
 Room #2145 copier room  
 Room #2161 Station Supervisor & juvenile holding rooms



Room #2162 Watch Commander's administrative office  
Room #2163 Watch Commander  
Main north/south patrol carpeted hallways  
All of Police Records and Front counter area  
Lobby and two restrooms  
Officer report room  
Hallway to lunchroom  
Lunchroom and two restrooms  
Community Room, foyer, and two restrooms  
Third Floor- Men's and Women's west side restrooms  
Fourth Floor- All of Communications Division, including office, break room, two restrooms, hallways, and TRU area.

#### 5.4.4 Police Facility- general areas

All areas highlighted on floorplans, attached to this RFP

- 5.4.5 Southeast Substation- is to be cleaned five times per week (Monday through Friday) and cleaning shall consist of emptying out trash cans, wiping down work stations, vacuuming and dusting. Hours for this location are flexible.
- 5.4.6 Westend Substation- is to be cleaned five times per week (Monday through Friday) and cleaning shall consist of emptying out trash cans, wiping down work stations, vacuuming, cleaning the restroom, and dusting. Hours for this location are flexible.
- 5.4.7 Centennial Training Center. 2,316 square feet. Square footage of 2 classroom trailer – 920 sq foot per classroom. Square footage of restroom trailer – 476. Cleaning shall consist of emptying out trash cans, wiping down work stations, vacuuming, cleaning the restroom, and dusting two times per month.
- 5.4.8 Evidence Warehouse. Cleaning shall consist of emptying out trash cans, wiping down work stations, vacuuming, cleaning the restroom, and dusting two times per month.

#### 5.5 Staffing

- 5.5.1 Staffing Requirements- The Proposer shall insure the specified work hours are met at all times. A detailed staffing plan shall be submitted as part of the proposal. Please include plan for Monday-Friday and also weekends and holidays.

#### 5.6 General Work Schedule (Subject to change)

- 5.6.1 Jail Facility: All Jail areas shall be cleaned between 6:00 AM and 10:30 PM, seven (7) days a week including Holidays.
- 5.6.2 Police Facility- areas listed in section 5.4.2: Shall be cleaned between 5:30 AM and 2:00 PM, five (5) days a week (Monday-Friday), excluding Holidays.
- 5.6.3 Police Facility- areas listed in section 5.4.3: Shall be cleaned between 2:00 PM and 10:30 PM, seven (7) days a week, including Holidays
- 5.6.4 Police Facility- general areas highlighted on floorplans: Shall be cleaned five (5) days a week (Monday-Friday) excluding Holidays, between 2:00 PM and 10:30 PM.
- 5.6.5 City Holidays: Shall be the dates designated by the City to be City holidays:  
New Year's Day

Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Holidays falling on weekend days may affect the observance day for the Holiday. The Police Administrative Budget Manager shall supply actual dates of City Holiday's to the Proposer at the start of each calendar year.

## **6.0 QUALITY CONTROL**

6.1 Quality Control Program: Shall be submitted as part of your proposal and shall include at a minimum, the following:

1. Monthly inspection system covering all the services listed in Section 5 of this RFP. It shall specify each office, room and/or general area listed in this RFP and its observed state of cleanliness.
2. Methods for identifying and correcting and correcting deficiencies in quality of service.
3. Proposer shall maintain a file of inspections conducted and when applicable, take corrective action. A copy of each inspection and documented corrective action shall be delivered to the Police Administrative Budget Manager within seven (7) calendar days from the date of inspection. This collected data shall become part of a general database used by the proposer as a basis of establishing and modifying maintenance procedures.

6.2 Quality Assurance: The Police Administrative Budget Manager or designee shall monitor the Proposer's performance using the agreed upon inspections, standards and schedule as outlined in this RFP. The Police Department staff shall conduct facility inspections and cleaning deficiencies will be noted. A copy of this facility inspection shall be given to the Proposer's on-site supervisor within seven (7) calendar days of the inspection to allow for correction of any noted areas not being cleaned to the levels described in Section 5 of this RFP. If continued deviation from performance standards occur and Agreement Discrepancy Letter shall be prepared by the Police Administrative Budget Manager and issued to the Proposer. Upon receipt of an Agreement Discrepancy Letter, the Proposer shall respond in writing to the Police Administrative Budget Manager or designee within five (5) business days acknowledging the reported problem and presenting a program for immediate correction or presenting contrary evidence.

## **7.0 ANCILLARY FACILITY INFORMATION**

1. There are approximately 725 police department and jail facility perimeter windows to be cleaned (interior of the window only).
2. There are approximately 445 workstations and office desks throughout the police department and jail.
3. There are 10 restrooms in the Jail.

4. There are 23 medium to small restrooms to be cleaned seven (7) days-a-week within the police facility.
5. Trash cans: There are approximately 512 office/workstation areas that contain 10"W x 10"D x 15"H size bullet shaped trash cans. There are approximately 115 Peter Pepper 18"D x 31"H fiberglass receptacles with 11 ¾" openings throughout the interior of the facility. Other open office areas, exterior parking and exterior visitor areas contain 40 Rubbermaid and 55 gallon round Brute trashcans.

#### **8.0 PRICE PROPOSAL**

Proposers shall provide monthly and fiscal year pricing, using the attached Cost Summary Form, for janitorial maintenance services. Proposers shall submit all pricing separate from the other elements of their proposal and they should be properly sealed. (Note: The City accepts only F.O.B. Destination Santa Ana, California).

#### **9.0 ESCALATION CLAUSE**

The City requires bonafide proof of cost increases prior to any price escalation adjustment, including any state mandated minimum wage increases. A minimum thirty (30) days advance notice in writing is required to secure such adjustments. No retroactive pricing adjustments shall be considered. The City shall enforce, adjust, or cancel escalating price agreements as it sees fit. The net dollar amount of profit shall remain firm during the period of this agreement. Adjustments increasing the proposers profit shall not be allowed.



## EXHIBIT B

### SANTA ANA POLICE DEPARTMENT FACILITY SECURITY RULES

All contract personnel, including janitorial staff shall adhere to the following rules.

1. Do not admit any person into the police or jail buildings or onto the fenced and gated grounds.
2. Never enter any inhabited or locked areas that contain arrested individuals and always follow the security directions of all police and jail staff.
3. No weapons, drugs, alcohol, pornographic material or other contraband are permitted on facility grounds.
4. You are subject to search, if any police officer or correctional officer deems it necessary to insure facility security rules are being followed.
5. No casual contact or conversation shall take place between you and any suspect, arrestee or inmate.
6. Immediately inform the nearest police officer or jail staff member of any solicitations for contact or conversation by suspects, arrestees, or inmates.
7. In the event of disturbance with the facility, immediately follow the directives of police or jail staff without question.
8. Insure any exterior door you utilize is closed and secured after use.
9. Properly use your issued access cards and keys, keeping them on your person and not loaning it to anyone. Do not leave the premises at any time with your issued access card or keys with you. They shall be turned into the Police front desk each time you leave the premises.
10. Items including access cards, keys, personal items, uniforms and equipment that are lost, missing or stolen shall be immediately reported to the Police Administration Budget Manager.
11. Do not use any police or jail facility equipment, such as exercise equipment, telephones or sleep center beds for your personal use. There are pay phones available in the lobby.
12. Do not keep or remove from the premises, any items found in trash receptacles or that have been identified as "no longer needed".

I have read and received a copy of these Facility Rules.

MARK E. OLIVAS

Print Name (First/Last)

9-20-21

Date

[Signature]  
Signature

# Exhibit C

Santa Ana Police Department  
RFP 021-077  
for Janitorial Services

A. Annual Cost (all inclusive annual cost for all locations)	1st Year	2nd Year	3rd Year	Total
<b>Subtotals</b>	\$656,920.47	\$676,628.09	\$696,926.93	\$2,030,475.49
<b>B. Breakdown by Location</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	
Police Admin and Jail	\$630,923.86	\$649,851.57	\$669,347.12	
Westend Substation	\$6,173.27	\$6,358.46	\$6,549.22	
Southeast Substation	\$6,099.47	\$6,282.45	\$6,470.93	
Centennial Training Center	\$6,992.81	\$7,202.60	\$7,418.68	
Evidence Warehouse	\$6,731.07	\$6,933.00	\$7,140.99	
<b>Subtotals</b>	\$656,920.47	\$676,628.09	\$696,926.93	\$2,030,475.49
<b>C. Breakdown by Cost Category</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	
Labor	\$459,693.02	\$473,483.81	\$487,688.32	
Benefits	\$124,233.78	\$127,960.80	\$131,799.62	
Supplies	\$19,830.40	\$20,425.31	\$21,038.07	
Other	\$53,163.28	\$54,758.17	\$56,400.92	
<b>Subtotals</b>	\$656,920.47	\$676,628.09	\$696,926.93	\$2,030,475.49
<b>Optional Services</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	
Carpet Cleaning (Price per sq. ft.):	\$0.140	\$0.146	\$0.150	
Upholstery Cleaning (Price per hour):	\$30.00	\$30.90	\$31.83	
Steam Cleaning (Price per hour):	\$75.00	\$77.25	\$79.57	
Day-Porter Services (Price per hour):	\$28.00	\$28.84	\$29.71	

Subtotals and totals in Sections A, B, and C must match.