



## REQUEST FOR PROPOSAL (RFP) #2478

### Janitorial Services

RFP Timeline Schedule		
Date	Time	Activity
July 15, 2022	By 5:00 PM	RFP Issued
July 21-22, 2022 (Mandatory)	8:00 AM	Pre-Proposal Conference or Walk-Thru ( <b>MANDATORY</b> ) <u>July 21, 2022 @ 8:00 AM (Initial Meeting)</u> <u>(July 21-22, 2022)-see Attachment A-Custodial RFP Tour)</u> <u>Conference Location (Initial Meeting):</u> City of Concord-City Hall Permit Center Conference Room, Wing D 1950 Parkside Drive, Concord, CA 94519
July 28, 2022	12:00 PM	Questions to RFP Due (Submit questions via email to <a href="mailto:purchasing@cityofconcord.org">purchasing@cityofconcord.org</a> )
Aug 4, 2022	By 5:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff (Addendum may include revisions and/or responses to RFP/ Questions)
Aug 11, 2022	2:00 PM	<b><u>Proposal Due Date and Location</u></b> 3 Proposals including Original Submitted to: Finance Department c/o Purchasing Division 1950 Parkside Drive, Concord CA 94519 Attention: Purchasing Division- RFP#2406 (Also, submit one electronic copy via USB stick/Flash Drive or <a href="mailto:purchasing@cityofconcord.org">purchasing@cityofconcord.org</a> See details in RFP document.)
Contact person for the above RFP: <u>Daniel Garza</u> Email: <a href="mailto:purchasing@cityofconcord.org">purchasing@cityofconcord.org</a>		

**City of Concord Vendor Registration Requirement:**  
*Participating Proposers must be registered online with City of Concord in order to access/participate in RFP opportunities and information.*  
To register or login, you can go directly to [www.publicpurchase.com](http://www.publicpurchase.com). (Click on Go to Register under Free Registration or Login once registered.)  
For more information, see 'Online Vendor Registration' section in the RFP document.

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**EXHIBITS**

<b><u>RFP SUBMISSION REQUIREMENTS TABLE</u></b>		<b>MUST be submitted with RFP (✓)</b>
Exhibit A	General and Work Conditions/ Specifications (9 pages)	
Exhibit B	RFP Submittal Form (Company/Cost Information Etc) (5 pages)	✓
Exhibit C	Exceptions to Specifications/Requirements (1 page)	✓
Exhibit D	Debarment/Suspension Certification (1 page)	✓
Exhibit E	Sample Purchase Order (PO) Terms and Conditions (2 pages)	
Exhibit F	Sample Agreement/Contract (13 pages)	
Exhibit G	DIR Online Registration for Janitorial Service Providers Requirement (1 page)	✓
Attachment 1	Custodial RFP Tour (Schedule) (1 page)	
Attachment 2	Custodial Location Map – City of Concord Corporation Yard (1 page)	
Attachment 3	Scope of Work Event Cleanup (1 page)	
Attachment 4	City of Concord Custodial Standards (3 pages)	
Attachment 5	Custodial Sites Square Footage (1 page)	

**I. ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Best Value Concept	For RFPs, contract shall be awarded to the lowest responsive proposer. In determining the 'lowest responsive proposal the City will apply the best value concept which includes price, quality, quantity, and the ability of the Contractor to perform the contract and to provide future maintenance or repairs. <i>[Please refer to Municipal Code Title 3, Chapter 3.10 (Ordinance No. 11-9) for further details.]</i>
RFP	Shall mean the proposer's/contractors' response to a Request For RFP (RFP) or Request for Quote (RFQ).
RFPder	Shall mean the specific person or entity responding to the Request for RFP (RFP) or Request for Quote (RFQ).
City	When capitalized, shall refer to the City of Concord.
Contract	A written agreement between the City and a vendor or contractor to provide goods, supplies, equipment, and/or services. The terms 'contract' and 'agreement' are synonymous. The term 'contract' includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding.
Contractor	Shall refer to selected Proposer that is awarded a contract. The terms 'vendor' and 'contractor' are synonymous.
Council	Shall refer to the City Council.
CPRA	Refers to California Public Records Act (Government Code Sections 6250-6270)
Environmentally Preferable Products	Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner
EPA	United States Environmental Protection Agency
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
Labor Code	Refers to California Labor Code
PO	Shall refer to Purchase Order(s)
Proposal	Shall mean the proposer's response to a Request for Proposal (RFP).
Proposer	Shall mean the specific person or entity responding to the Request for Proposal (RFP)
Quote/Quotation	Shall mean Proposer's response to the Request for Quote (RFQ). The terms 'quotation' and 'quote' are synonymous.
RFP	Request for RFP- The solicitation document used for competitive sealed proposers for the purchase of equipment, materials, goods and construction. The contract shall be awarded to the responsive proposer offering the lowest price based on the City's 'best value' concept. A RFP may be classified as 'formal' or 'informal'.
RFP	Request for Proposal- The solicitation document used in the competitive sealed Proposal process. The RFP procedure permits negotiation of Proposals and prices. The contract shall be awarded when factors other than price (e.g., technical expertise) will be considered.
RFQ	Request for Quotation- The solicitation document used in competitive procurement, which requests technical or professional skills and experience. (Informal quote process – minimum 3 quotes.)
Response	Shall refer to RFP, Proposal, or quotation submitted in reply to RFP/RFP/RFQ
State	Refers to State of California, its departments and/or agencies

## II. STATEMENT OF WORK

- A. **Intent:** It is the intent of these specifications, terms and conditions to seek proposals for Janitorial services for the City of Concord. References to “City” shall mean the City of Concord. The City reserves the right to award any combination of services or reject all RFPs.

The City intends to award a contract (with option to renew) to the proposer selected who meets the panel’s criteria.

- B. **Scope of Services:** The City of Concord is issuing this Request for Proposal (including all attachments hereto) (“RFP”) in order to solicit RFPs to furnish all necessary tools, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) to provide the above service(s)/product(s), all as more particularly described in the applicable Exhibits mentioned below.

1. **Specifications:** Please refer to ‘Exhibit A–General and Work Conditions/Specifications’ for details on the scope of services or specifications.

## III. RFP SUBMITTAL REQUIREMENTS

### A. **RFP Submittal Delivery Method:**

Submittal shall be by the following method:

- ☐ Via email to [purchasing@cityofconcord.org](mailto:purchasing@cityofconcord.org).
- ☒ Hard copies to the location specified in the ‘RFP Timeline Schedule’ table on the front cover.

If this box is checked, you must include 3 copies including original and one (1) electronic copy (either on electronic media or via email to [purchasing@cityofconcord.org](mailto:purchasing@cityofconcord.org)).

### B. **RFP Submittal Contents:**

RFP submittal should be in the following order as applicable (Items 1-4):

(also outlined in the ‘RFP Submission Requirements Table’ after the Table of Contents page.)

1. **Exhibit B - RFP Submittal Form:** Please complete this form and provide any of the required information as applicable as indicated on the form.

- a. **Registration Requirement with Labor Commissioner’s Office**

The Property Service Workers Protection Act is a law that requires all janitorial employers register with the Labor Commissioner’s Office beginning July 1, 2018. See the ‘DIR News Release No. 2018-47 – Labor Commissioner Launches Online Registration for Janitorial Service Providers’ attached as Exhibit G.

For more information on the above requirement, please see the following link:

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

2. **Exhibit C - Exceptions to Specifications/Requirements:** Mark ‘X’ by the applicable terms.

- a. ☐ No exceptions or alternative products are permitted.
  - b. ☒ RFPder must provide with the submittal, utilizing the form in ‘Exhibit C –Exceptions to Specifications/Requirements’, any and all exceptions to either the specifications and/or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the RFPder agrees to perform in the manner described and/or specified in this RFP.

3. **Exhibit D - Debarment/Suspension Certification:** Please refer to the ‘Debarment/Suspension Policy’ section in the ‘Purchase Order Terms and Conditions’ in Exhibit E and submit the Certification form in Exhibit D.

4. **Other Required Documents:** Please submit any additional documents specified in any of the above or described in the *Scope of Services/Specifications in Exhibit A*.

**C. Other RFP Submittal Information:**

1. **Submittal Deadline:** RFP submittals will be received until the due date and time specified in the RFP Timeline Schedule tables on the front cover of this RFP and/or in Section IV.C. Schedule of Events as determined by [www.time.gov](http://www.time.gov). Late submittals will not be accepted. Telephone or faxed RFPs will not be accepted. It is the RFPder's responsibility to see that their RFPs have sufficient time to be received by the office and location specified in this RFP before the submittal deadline. RFPder assumes the burden of delivery. (Note: If RFPs are required to be submitted to a physical location, it must be in a sealed envelope or box clearly marked with the RFP # /Title or Project Name, Attention to the specified, appropriate Office, and Due Date of RFP.)

A tabulation of RFPs will be available within a reasonable time after the due date. RFP submission/results will be posted accordingly on the City's website: [www.cityofconcord.org/business/purchasing](http://www.cityofconcord.org/business/purchasing)

2. **Local Vendor Preference:** ☐ If this box is checked, local preference applies to this RFP. (For instance, local preference policy does not apply to public projects and professional services.)

A 5% RFP preference shall be applied to a maximum of \$100,000 per RFP. All RFPders are directed to City of Concord Policy and Procedure 142 (Local Contractor Preference for the Purchase of Supplies, Service and Equipment), which may be accessed on the City Purchasing's website and the following direct link, [http://www.cityofconcord.org/pdf/business/purchasing/vendor\\_policy.pdf](http://www.cityofconcord.org/pdf/business/purchasing/vendor_policy.pdf), which is attached to this RFP and incorporated by reference.

3. **Modifications and Withdrawal:** Submittals may not be modified after RFP due date. RFPders may withdraw RFPs at any time before the RFP opening, provided that a request in writing, executed by the RFPder or its duly-authorized representative for the withdrawal of such RFP, is file with the City prior to the time fixed for the opening of RFPs. The withdrawal of a RFP shall not prejudice the right of a RFPder to file a new RFP.
4. **California Public Records Act, Confidential/Proprietary Information.** All documents submitted in response to this RFP will become the property of the City, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Any confidential or propriety information as defined by the California Public Records Act ("Confidential Information") must be enclosed in a separate folder or envelope clearly marked as "CONFIDENTIAL/PROPRIETARY INFORMATION" and submitted with the rest of the RFP. RFP submittals where all information is so marked will be disregarded and made available pursuant to the CPRA. However, RFPder (by virtue of submitting its RFP or any Confidential Information) acknowledges that City has not made any representations or warranties that Confidential Information is exempt from disclosure under Applicable Laws.

If City's City Attorney, in his or her discretion, determines that release of Confidential Information is required by Applicable Laws, including pursuant to order of a court of competent jurisdiction, City shall notify the applicable RFPder of City's intent to release Confidential Information. RFPder shall have five (5) calendar days after the date of City's notice ("Objection Period") to deliver to City a written objection notice which includes (1) justification for non-disclosure of all or any portion of the requested Confidential Information, and (2) legally binding confirmation of RFPder's indemnity and release obligations as set forth in this section ("Objection Notice"). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City's City Attorney, in his or her discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth in this section or that the requested Confidential Information is not exempt from disclosure under the Applicable Laws. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Applicable Laws, City may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased

Confidential Information. RFPder shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

RFPder hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with any Confidential Information. RFPder is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, RFPder hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

#### IV. **INSTRUCTIONS TO RFPDER**

##### A. **Reservation of Rights:**

The City reserves the right to reject any or all RFPs and to waive informalities, minor irregularities, and minor variations from specifications in RFPs received. The City may accept any item or group of items of any RFP which will produce the most satisfactory results suited to the City's requirements.

The contract shall be awarded to the lowest responsive RFPder based on the City's best value concept. Criteria for determining low RFPs shall include, but not be limited to, the following: (1) The ability, capacity, and skill of the RFPder to perform the contract or provide the supplies, services, or equipment required; (2) The ability of the RFPder to provide the supplies, services, or equipment promptly or within the time specified without delay or interference; (3) The character, integrity, reputation, judgment, experience, and efficiency of the RFPder; (4) The quality of the RFPder's performance on previous purchases or contracts with the City; (5) The ability of the RFPder to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

If no responsive RFPs are received, the services performed or the supplies or equipment furnished may be obtained without further competitive RFPing. The purchase must be made within thirty (30) days of the RFP due date and time.

##### B. **Online Vendor Registration:**

###### Online Vendor Registration Instructions:

Whether you are a current vendor or not, in order to view RFPs, participate in the RFPing process, and/or receive email notifications to RFP, you **must be registered** with us by completing our free online '**Vendor Registration**' section in the City of Concord Purchasing website at <http://www.cityofconcord.org/business/purchasing/> (at no charge). *Note: The registration process will take you to our third party administrator (Public Purchase) who administers our online registration/RFP information. Please read the instructions carefully and follow all of the steps. (Two-Step process: 1) to register with Public Purchase and 2) to register with City of Concord.)*

###### RFP Documents/Information:

You may view current, past, and updated information for RFPs/opportunities at any time by going to the City's Purchasing website at [www.cityofconcord.org/business/purchasing/RFPsandquotes.asp](http://www.cityofconcord.org/business/purchasing/RFPsandquotes.asp) (using the login



information provided from the registration process). Hard copies may also be requested at the Purchasing Division, Finance Department, Civic Center, 1950 Parkside Drive, Concord, California, 94519 by emailing [purchasing@cityofconcord.org](mailto:purchasing@cityofconcord.org) for an appointment or by contacting the person specified in the RFP document.

The Purchasing Division in the Finance Department's main phone number is 925-671-3178, office hours are 9:00 to 12:00 p.m. & 1:00 to 4:00 p.m., Monday through Friday, excluding City holidays. Holidays for the City of Concord can be found at <https://www.cityofconcord.org/421/City-Holidays>.

*(Note: RFP Notices are also posted in the glass box outside of Wing C in the Finance & Information Technology Building at the Civic Center.)*

*Please note that the City of Concord does not use any RFPding service nor is responsible for notifying potential RFPders of upcoming RFPs even if you have completed the online vendor registration. Depending on the project amount or circumstance, not all RFPs are processed through the Purchasing Division. It is the potential RFPder's responsibility to be informed of any upcoming RFPs, addendum, revisions, or updates by going to City's Purchasing website noted above or as instructed on the RFP document.*

### C. **Schedule of Events:**

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

RFP Timeline Schedule		
Date	Time	Activity
July 15, 2022	By 5:00 PM	RFP Issued
July 21-22, 2022 (Mandatory)	8:00 AM	Pre-Proposal Conference or Walk-Thru ( <b>MANDATORY</b> ) <u>July 21, 2022 @ 8:00 AM (Initial Meeting)</u> <u>(July 21-22, 2022)-see Attachment A-Custodial RFP Tour</u> <u>Conference Location (Initial Meeting):</u> City of Concord-City Hall Permit Center Conference Room, Wing D 1950 Parkside Drive, Concord, CA 94519
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Aug 4, 2022	By 5:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff (Addendum may include revisions and/or responses to RFP/ Questions)
Aug 11, 2022	2:00 PM	<b><u>Proposal Due Date and Location</u></b> 3 Proposals including Original Submitted to: Finance Department c/o Purchasing Division 1950 Parkside Drive, Concord CA 94519 Attention: Purchasing Division- RFP#2406 (Also, submit one electronic copy via USB stick/Flash Drive or <a href="mailto:purchasing@cityofconcord.org">purchasing@cityofconcord.org</a> See details in RFP document.)
Contact person for the above RFP: <u>Daniel Garza</u> Email: <a href="mailto:purchasing@cityofconcord.org">purchasing@cityofconcord.org</a>		

D. **Pre-RFP Conference:** See above table for details.

E. **Examination of Requirements:** Before submitting a RFP, each RFPder shall be held responsible for having examined this RFP and be fully informed of the physical site conditions (including underground conditions) at



each jobsite, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the RFPder's own risk and relief on a plea of error cannot be secured. This may be cause for the annulment of the award and the forfeiture of the RFPder's RFP security.

- F. Questions, Interpretations, or Corrections of RFP Document:** Questions regarding this RFP must be submitted in writing via email with the referenced RFP number clearly stated in the 'subject area' to the email address at: [purchasing@cityofconcord.org](mailto:purchasing@cityofconcord.org). Questions shall arrive no later than the time specified in the above table under Schedule of Events. RFPder shall promptly notify the Purchasing Agent in the same manner of any error, omission, or inconsistency that may be discovered during the examination of the RFP.

Any questions or comments directed to persons or addresses other than specified in the preceding sentence, or received after the deadline specified in the preceding sentence, will not be addressed. RFPder's company name, address, phone number, email address, fax number, contact person, and reference to this RFP must be included with the questions or comments. The City's response to questions or comments will be in the form of an addendum to be posted on the website by the time/date specified above under Schedule of Events.

All clarifications, corrections, or changes to this RFP will be made by a formal written addendum or addenda to the RFP issued by the City of Concord ("Addendum" or "Addenda") only. Each Addendum (if any) shall automatically become part of this RFP and thus part of the Contract Documents. "Contract Documents" means, collectively, this RFP, the chosen RFPder's written RFP (as modified by any written best and final offer accepted by the City of Concord), the final contract executed between the City of Concord and the chosen RFPder, and any amendments executed in writing by the City of Concord and the chosen RFPder.

RFPder shall not rely upon interpretations, corrections, or changes made in any other manner, (e.g. whether by telephone, in person, or any type of writing) other than an Addendum. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued will be posted on the City of Concord's website at <https://www.cityofconcord.org/431/RFP-Opportunities>. Notifications may (but are not required to) be sent to all known RFPders by email; however it is the RFPder's sole responsibility to ascertain that it has received all Addenda issued for this RFP.

#### Communication During RFP Process

All communications with regard to any aspect of this solicitation/RFP must be in writing and addressed only to the individual set forth in Section C. Schedule of Events (below) under 'Contact Person for this RFP'.

Under no circumstances may the Proposer (including Proposer's staff) contact Councilmembers, members of the evaluation team, the City's departments/divisions, or City staff, prior to award of a contract. If a prior relationship exists between RFPder and City, RFPder may only discuss matters for which the RFPder is contracted. Failure to comply with this provision may be just cause for rejection of RFP. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. In addition, contacts made with other City staff in an attempt to circumvent or interfere with the City's standard RFPding and evaluation practices may be grounds for disqualification of the RFP. 'Ex parte' communications with Councilmembers or any person, or any person responsible for awarding a contract, including the Project Manager or Purchasing Staff are prohibited.

- G. Prices, Notations, and Mistakes:** No charge shall be allowed for the preparation of a response to this RFP or negotiation or drafting of any other Contract Documents. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the RFP. Prices shall be stated in units and RFPs made separately on each item as provided in Exhibit G. Prices quoted shall be F.O.B. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the submittal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

- H. Agency Compliance/License:** Proposer shall comply with all applicable Federal, State of California, and local laws, rules, and regulations (including labor laws, and the Concord Municipal Code) and shall obtain all

applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material (“Applicable Law”). All transactions related to any of the Contract Documents shall be governed by the laws of the State of California, and trial of any action brought in connection with the RFP or the Contract Documents shall be held exclusively in a state court in the County of Contra Costa, California.

**I. Term of Contract:** The City intends to award a **three (3) year purchase order/contract with two one-year renewal options.**

1. The City has and reserves the right to suspend, terminate, or abandon the execution of any work by the selected RFPder without cause at any time upon giving to the selected RFPder prior written notice. In the event that the City should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The City may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the selected RFPder. In the event of termination with cause, the City reserves the right to seek any and all damages from the selected RFPder. In the event of such termination with or without cause, the City reserves the right to invite the next highest ranked RFPder to enter into a contract or re-RFP the project if it is determined to be in its best interest to do so.
2. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any City fiscal year (i.e. each July 1<sup>st</sup> through each June 30<sup>th</sup>), for reason of non-appropriation of funds. In such event, the City will give Contractor adequate notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be used again for the above terms to purchase additional items at agreed prices without further competitive RFPding. All other terms and conditions would remain the same.

**J. Terms of the Offer:** City of Concord’s acceptance of RFPder’s offer shall be limited to the Contract Documents, unless expressly agreed in writing by the City of Concord. Each RFPder must provide in **Exhibit C-Exceptions to Specifications/Requirements** any proposed changes to the terms hereof (including any insurance, indemnification, and RFP security language or requirements). RFPs offering terms other than those shown herein may be declared non-responsive and may not be considered.

**K. Award of Contract:** Any award shall be made in accordance with Applicable Laws (defined in Section H).

1. **Evaluation Criteria:**  
Award will be made to the highest ranked RFPder based on a “best value” concept specified in Section IV.A. and any criteria specified in Exhibit A and/or B.
2. **Selection Process:** RFPs will be evaluated by a selected panel as stated in Exhibit A & B and as follows:
  - The department(s) will recommend award to the RFPder who, in its opinion, has submitted the RFP that best serves the overall interests of the City and attains the ‘best value’ concept. Award may not necessarily be made to the RFPder with the lowest price. Notwithstanding anything herein to the contrary, the City of Concord shall evaluate the criteria in accordance with Concord Municipal Code Section 2-647.
  - The City reserves the right to award to a single or multiple contractors.
  - The City has the right to decline to make any award for any reason.
  - Approval of the City Council is required before any award can be made (if ≥\$50K).
3. **Terms and Conditions:** Final contract terms and conditions will be negotiated with the selected RFPder, and will include but is not limited to all of the terms and conditions of this RFP and in **‘Exhibit E-Sample Purchase Order (PO) Terms and Conditions’** and/or **‘Exhibit F-Sample Maintenance Agreement/Contract’**. Please note that the sample may or may not include all of the

clauses/language of the final PO/contract. Contract may be in a form of a purchase order, a contract, or both.

a. Final Contract:

The final contract will require an exhibit addressing all items enumerated in Labor Code Section 2810(d):

Labor Code Section 2810(d). To meet the requirements of subdivision (b), a contract or agreement with a construction, farm labor, garment, janitorial, security guard, or warehouse contractor for labor or services shall be in writing, in a single document, and contain all of the following provisions, in addition to any other provisions that may be required by regulations adopted by the Labor Commissioner from time to time:

(1) The name, address, and telephone number of the person or entity and the construction, farm labor, garment, janitorial, security guard, or warehouse contractor through whom the labor or services are to be provided.

(2) A description of the labor or services to be provided and a statement of when those services are to be commenced and completed.

(3) The employer identification number for state tax purposes of the construction, farm labor, garment, janitorial, security guard, or warehouse contractor.

(4) The workers' compensation insurance policy number and the name, address, and telephone number of the insurance carrier of the construction, farm labor, garment, janitorial, security guard, or warehouse contractor.

(5) The vehicle identification number of any vehicle that is owned by the construction, farm labor, garment, janitorial, security guard, or warehouse contractor and used for transportation in connection with any service provided pursuant to the contract or agreement, the number of the vehicle liability insurance policy that covers the vehicle, and the name, address, and telephone number of the insurance carrier.

(6) The address of any real property to be used to house workers in connection with the contract or agreement.

(7) The total number of workers to be employed under the contract or agreement, the total amount of all wages to be paid, and the date or dates when those wages are to be paid.

(8) The amount of the commission or other payment made to the construction, farm labor, garment, janitorial, security guard, or warehouse contractor for services under the contract or agreement.

(9) The total number of persons who will be utilized under the contract or agreement as independent contractors, along with a list of the current local, state, and federal contractor license identification numbers that the independent contractors are required to have under local, state, or federal laws or regulations.

(10) The signatures of all parties, and the date the contract or agreement was signed.

4. Notice of Award: Upon written notification of award, the chosen RFPder must provide applicable insurance certificates, business license, and any other requirements described in this RFP within the requested time frame. Failure to provide the required documents within the time allowed may result in withdrawal of award.

The contact information once awarded will be:

City of Concord:

Craig Blythe, Public Works Department

1455 Gasoline Alley, Concord, CA 94520

(925) 671-3141 / Email: [craig.blythe@cityofconcord.org](mailto:craig.blythe@cityofconcord.org)

- a. Business License: The selected RFPder will be required to obtain a City of Concord business license and keep it current during the period of performance on the contract resulting from this RFP. Questions regarding City of Concord business licenses may be addressed to Finance, City of Concord Finance Department, 925-671-3306.
- b. Insurance Requirements: Selected Contractor shall, at its own expense, procure and maintain in

full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (Please refer to the 'Insurance Requirements' document posted on the City's Purchasing website.)

**L. Equal Opportunity**

Please refer to the 'Equal Opportunity Clause of Executive Order 11246' document posted on the City's Purchasing website at <https://www.cityofconcord.org/DocumentCenter/View/971/Equal-Opportunity-Clause-of-Executive-Order-11246-PDF>.

**M. Environmental Purchasing Policy**

Please refer to the 'Environmental Purchasing Policy' on the Purchasing website (<https://www.cityofconcord.org/495/Environmental-Purchasing-Policy>) for guidelines if applicable.

**N. Subcontractor**

If utilizing subcontractors, all persons submitting RFPs shall list the name and location of the place of business of each subcontractor regardless of the character of the work (on a separate sheet). To follow is the list of required information: Name of Subcontractor, Subcontractor's Business Location, California State Contractor License Number, Dollar amount of Work/Service, and Description of Work or Service to be Provided.

Important Note: The Subcontractor name and business location must be correct and accurate at the time of RFP opening. An incorrect listing of the subcontractor's name or location renders the RFP non-responsive. An inadvertent error in listing the subcontractor's license number (Column 3) must be corrected within 24 hours after the RFP opening, as required by the California Public Contract Code Section 4104.

Effective July 1, 2014, Assembly Bill 44 (AB 44) amends Public Contract Code section 4104 to require a prime contractor to list a subcontractor's contractor license number when RFPing on public construction projects. Current law under the Subletting and Subcontracting Fair Practices Act requires that any public entity taking RFPs for the construction of a public construction project must require prime contractors RFPing on the project to list the name and business location of subcontractors providing labor or services greater than 0.5% of the prime contractor's total RFP amount. (Or in the case of RFPs for the construction of streets, highways, or bridges, in excess of 0.5% of the prime contractor's total RFP or \$10,000, whichever is greater.)

**V. EXHIBITS – ATTACHMENTS (See following as listed in Table of Contents)**

**EXHIBIT A (Page 1 of 9)**  
**General and Work Conditions/Specifications**

**GENERAL AND WORK CONDITIONS**

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials (equipment) and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
2. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having or asserting jurisdiction, now in force or which may hereafter be in force, which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, including the Americans with Disabilities Act, labor codes, and OSHA and other safety standards ("Applicable Law" or "Applicable Laws"). Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All RFPders and Contractors shall be licensed in accordance with Applicable Laws and any RFPder or Contractor not so licensed is subject to the penalties imposed by Applicable Laws.
3. **Labor Protection:** The Displaced Janitor Opportunity Act (the Act), California Labor Code Section 1060, et seq., applies to this contract.

Pursuant to the Act, the RFPder and its subcontractors, if any, represent and warrant that they will retain for a sixty (60) day transition period all janitorial/building management employees of the contractor(s) currently providing janitorial services and their subcontractors if any, (but not including managerial, supervisory, or confidential employees, including those employees who could be so defined under the Federal Fair Labor Standards Act) who have worked at least four months at the location specified in the specifications. The only exception shall be if the Proposer or its subcontractors have reasonable and substantiated cause not to hire a particular employee based upon that employee's performance or conduct while working under the current contractor(s) and/or their subcontractors, if any.

Further details concerning the Act are included in the Sample Contract.

The RFPder and its subcontractors, if any, shall be in compliance with the registration and other requirements of Labor Code Section 1420, et seq.

By submitting a RFP, the RFPder represents and warrants that it shall comply with all requirements of the Act, including requirement to give a written offer of employment to each retained employee, and that it is in compliance with Labor Code Section 1420, et seq.

4. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the services.
5. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the applicable City, \$25 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the California Labor Code ("Labor Code").
6. **Prevailing Wages:** Not applicable for janitorial services.

**EXHIBIT A (Page 2 of 9)**  
**General and Work Conditions/Specifications**

7. **Excused for Non-Performance:** Either party shall be absolved from its obligations under the Contract Documents when and to the extent that performance is delayed or prevented (and in the City's case when and to the extent that its needs or budget for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of force majeure, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations; provided, however, that economic difficulties or financial inability are not a factor which shall absolve Contractor from performing its obligations under the Contract Documents.
8. **Default:** If Contractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City for all costs incurred by the City in completing or procuring the completion of performance in excess of the contract price herein specified. The City's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
9. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise, possessory interest, and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
10. **Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the services described herein. All personnel employed by the Contractor, including subcontractors and personnel of said subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and subcontractors shall comply with all Applicable Laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any subcontractor or any other person or persons acting for Contractor for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to the Contract Documents.
11. **Safety:** Provision of the services, including all equipment and materials shall comply with all Applicable Laws, including local safety rules and regulations and OSHA.
12. **Construction Claim Resolution:** To the extent possible, the parties shall use good faith efforts to engage in an informal meet and confer process in order to resolve any claim, controversy, or dispute which may arise between the City and Contractor regarding the services, work, rights, duties, or obligations under the Contract Documents ("Dispute"). Any Dispute which the parties do not promptly resolve shall be submitted for resolution pursuant to the provisions of Public Contract Code Sections 20104 et seq.
13. **Attorney's Fees:** In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract Documents, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.
14. **Assignment:** The City is entering into the Contract Documents in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of the Contract Documents to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.



**EXHIBIT A (Page 3 of 9)**  
**General and Work Conditions/Specifications**

## **SPECIFICATIONS**

### **1. BASE RFP: CUSTODIAL SERVICE LOCATIONS**

**Concord Community Pool Building, 3501 Cowell Road**

Cleaning hours: Mon – Sun between 8 pm and 6 am  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

**Police Department Headquarters, 1350 Galindo Street**

Cleaning hours: Mon – Sun between 5 pm and 2 am  
 Areas to be cleaned: Building interior; entryways; lower exterior windows  
 Upon request: Upper interior/exterior windows

**Colfax Street Parking Garage, 2255 Salvio Street**

Cleaning hours: Mon – Sun between 6 am and 10 am, and 2-4 pm  
 Areas to be cleaned: Parking levels/stalls, restrooms, elevators, stairwells, field office  
 Upon request: None

**Salvio Street Parking Garage, 2051 Salvio Street**

Cleaning hours: Mon – Sun between 6 am and 10 am, and 2-4 pm  
 Areas to be cleaned: Parking levels/stalls, restrooms, elevators, stairwells, staff office  
 Upon request: None

**Civic Center, 1950 Parkside Drive**

Cleaning hours: Mon – Fri between 7 pm and 6 am  
 Areas to be cleaned: Building interiors; entryways; exterior windows  
 Upon request: None

**Human Resources, 2974 Salvio Street**

Cleaning hours: Mon – Fri between 7 pm and 6 am  
 Areas to be cleaned: Building interiors; entryways; exterior windows  
 Upon request: None

**Concord Library, 2900 Salvio Street**

Cleaning hours: Mon – Sun after closing; time varies by day  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

**Concord Senior Center, 2727 Parkside Circle**

Cleaning hours: Mon – Fri after closing; time varies by day  
 Areas to be cleaned: Building interiors; entryways; exterior windows  
 Upon request: Event cleanup; kitchen detail



**EXHIBIT A (Page 4 of 9)**  
**General and Work Conditions/Specifications**

City of Concord VIPS, 2730 Parkside Circle

Cleaning hours: Mon – Fri between 7 pm and 6 am  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

City of Concord Preschool, 2790 A Parkside Circle

Cleaning hours: Mon – Fri between 7 pm and 6 am  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

City of Concord Dance Studio, 2790 B Parkside Circle

Cleaning hours: Mon – Fri between 7 pm and 6 am  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

City of Concord Preschool, 2790 C Parkside Circle

Cleaning hours: Mon – Fri between 7 pm and 6 am  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

Centre Concord, 5298 Clayton Road

Cleaning hours: Mon – Fri after closing; time varies by day  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: Event cleanup; kitchen detail

Willow Pass Recreation Center, 2748 East Olivera Road

Cleaning hours: Mon – Fri after closing; time varies by day  
 Areas to be cleaned: Building interior; entryways; lower exterior windows  
 Upon request: Event cleanup; upper interior/exterior windows

Corporation Yard, 1455 Gasoline Alley

Cleaning hours: Mon – Fri between 6 pm and 6 am  
 Areas to be cleaned: Office/lobby interiors; entries; exterior windows (Attachment 2)  
 Upon request: None

Downtown Police Field Station, 2151 Salvio Street Suite S

Cleaning hours: Mon-Fri 6-8 am  
 Areas to be cleaned: Building interior; entryways; exterior windows  
 Upon request: None

**EXHIBIT A (Page 5 of 9)**  
**General and Work Conditions/Specifications**

**Supplies Delivery, All Locations**

Frequency: Minimum once per week  
 Description: Contractor shall deliver supplies from the Corporation Yard storeroom to each above location at least once weekly to ensure availability of necessary supplies (e.g. paper products).

**2. SPECIAL SERVICES UPON REQUEST:**

**Police Department Headquarters, 1350 Galindo Street**

Upon request: Upper interior/exterior windows

**Concord Senior Center, 2727 Parkside Circle**

Upon request: Event cleanup; kitchen detail

**Centre Concord, 5298 Clayton Road**

Upon request: Event cleanup; kitchen detail

**Willow Pass Recreation Center, 2748 East Olivera Road**

Upon request: Event cleanup; upper interior/exterior windows

**3. DAILY RATES**

Contractor provided staff person and company vehicle for miscellaneous custodial tasks in increments of eight (8) hour periods.

**4. CARPET CLEANING**

Contractor provided carpet cleaning using van or truck mounted equipment in increments of 500 sf.

**5. CHAIR CLEANING**

Contractor provided upholstery/chair cleaning in increments of 10 chairs.

**EXHIBIT A (Page 6 of 9)**  
**General and Work Conditions/Specifications**

**7. SCOPE OF WORK**

**Overview**

The following outlines the City's expectations for the final contract. This is an outcome based Request for RFPs. Generally, determinations for specific frequencies of services will be at the discretion of the contractor. The final contract will be based on the outcome and not the proposed frequencies of service.

**Outcome-Based Contract**

City will regularly inspect the Contractor's work and rate it according to the City of Concord Custodial standards attached as Attachment 4. Contractor will be paid for work rated as "meets standards."

Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard." Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining City facilities in accordance with the City of Concord Custodial Standards and the cost of maintaining those areas to the standard shall be included in the base RFP unless otherwise called out as "Special Services" in this Request for RFP.

During the first three (3) months of the contract, the Contractor will inspect the sites weekly and will discuss inspections with City. This process and time frame will allow for the Contractor to understand the site issues enough to correct any issues and proceed. Following this period, the Contractor shall continue performing quality assurance inspections weekly. Based upon performance, and at the Contractor's request, the City reserves the right to adjust the quality assurance schedule and extend the time between inspections.

The Contractor will provide electronic versions of the weekly inspections to the City within 2 days of completing the inspection. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard." Failure to turn in inspections may result in monthly payment being withheld until inspections are turned in.

For any site that fails to meet City standards as a result of some action that is the Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back to compliance. Should the City discover a site(s) that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

- A. The monthly payment for the specific site(s) will be withheld by the City until the site is back in conformance with City standards.
- B. If conformance is reached within forty-eight (48) hours of notice, the City will release one hundred percent (100%) of the payment.

**EXHIBIT A (Page 7 of 9)**  
**General and Work Conditions/Specifications**

If the City has to notice the Contractor a second time at the same site within twelve (12) months of the initial notice, the following penalty will occur:

- A. The City will withhold the monthly payment for the site. If the conformance is reached within forty-eight (48) hours of notice by the City, the City will release eighty percent (80%) of the payment, keeping twenty percent (20%) as a penalty.

For purposes of penalties the “site” referred to in this section shall be the facility in which the deficiency has occurred. The percentage withheld will be in relation to the site’s monthly payment of this Contract.

The parties will observe the following problem resolution process:

1. Written notice of the problem.
2. Field conference with inspector/Contractor’s field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City’s representative and Contractor’s principal.
4. Imposition of penalties and/or correcting defect at Contractor’s cost.
5. Termination of Contract.

**Quality Assurance**

Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. RFPder shall submit a copy of their quality control program as a part of their RFP.

**Refuse Disposal**

Disposal of refuse must be placed inside a waste container provided by the City. In no case shall the contractor or its employees remove refuse from a facility except to place it in the appropriate container provided by the City.

**Recyclable Waste**

Recyclable waste shall be placed in marked recyclable waste containers provided by the City. In no case shall the contractor or its employees remove recyclable waste from a facility except to place it in the appropriate container provided by the City.

**Standards of Performance**

Staff is to work in a safe manner at all times and follow all City of Concord procedures while on the premises. Caution is to be taken when cleaning to avoid false alarms from the smoke detectors and burglar alarms.

Changes to the nature and scope of work will be documented and signed off for each site by the City of Concord’s Facilities Division. Changes will occur as needed and in writing in order to meet the demand of the facility needs.

**EXHIBIT A (Page 8 of 9)**  
**General and Work Conditions/Specifications**

In addition to cleaning activities, it is expected that all unsafe or damaged conditions will immediately be reported to the City of Concord's Maintenance Lead, Supervisor, or Management staff. Immediately report any emergencies to the supervisor or person in charge.

Caution is to be used on all wall corners and doorways when using equipment to prevent cords from rubbing on corners. White power cords are recommended. When cleaning rest rooms, signs are to be placed at the entry door stating "Closed for Cleaning."

Secure buildings and set alarm system once completed if you are the last person.

No unauthorized person or persons not employees of the Contractor (ie: spouse, children, brother, sister, friends etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times. Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

**Supplies and Equipment**

The selected contractor will be responsible to provide their own equipment; no City-owned equipment will be provided. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination. Supplies such as paper cleaning chemicals, and liners are to be provided by the City of Concord. The use of Green products and recycling are encouraged at all times.

**Background Checks**

All contracted employees working for the City of Concord will require background checks and finger printing which costs shall be paid by the contractor. All employees working inside Police Department facilities will be required to pass a City of Concord Live Scan background check which costs shall be paid by the contractor. All staff will be cleared by the Police Department prior to the start of work within the Police Department facilities.

**8. DAMAGE**

Care shall be taken during cleaning not to damage any existing facilities, furniture, personal property or any other City-owned property. In the event of damage to any of these items, the City shall direct the Contractor to correct the damage at the Contractor's expense.

**EXHIBIT A (Page 9 of 9)**  
**General and Work Conditions/Specifications**

**9. SAFETY**

The Contractor shall perform the work in a safe, workmanlike manner acceptable to the City of Concord. All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. Provide all Material Safety Data Sheets to the City Project Manager prior the start of the project. Provide all needed MSDS in a binder in every custodial closet.

**10. LICENSES**

The Contractor is required to possess any valid Contractor's license for this project during the term of this project. In addition, the Contractor will be required to have a City of Concord business license in effect for the entire period of performance of this contract.

**11. AWARD OF CONTRACT**

The award of this Contract will be made in accordance to code to the lowest responsible RFPder based on the square footage, hourly rates, and references. Contract will be good for a period of three years with the option to renew for two additional one-year extensions. Renewal shall be yearly based on performance and agreement of both parties. A service vendor who does not meet performance standards after proper notification of discrepancies can be terminated at any time given a 30 day notification to terminate services has been provided.

**ATTACHMENTS:**

Attachment 1: Custodial RFP Tour (Schedule)

Attachment 2: Custodial Location Map – City of Concord Corporation Yard

Attachment 3: Park Restroom Locations and Scope of Work

Attachment 4: City of Concord Custodial Standards

Attachment 5: Custodial Sites Square Footage

**EXHIBIT B**  
**RFP SUBMITTAL FORM (Page 1 of 5)**

**TO THE CITY OF CONCORD:** In compliance with the notice inviting sealed RFPs, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to complete services above, in accordance with the Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying RFP. Prices are F.O.B. Destination, California. All prices and fees, including all applicable sales taxes, are included.

A. Please indicate the total cost from the **RFP Price Breakdown Form** here and attached all required documents to follow.

DESCRIPTION	TOTAL COST
Base RFP: Custodial Service Locations	
Special Services Upon Request	
Daily Rates	
Carpet Cleaning	
Chair Cleaning	
RFP Option	
<b>GRAND TOTAL</b> (sum of all above costs)	

☒ **This RFP is subject to Online Registration Requirements for Janitorial Service Providers. Please complete the following:**  
Please refer to Exhibit G for further information.

**Important:** Proposers who have NOT registered with DIR<sup>1</sup> (by the due date) cannot submit a proposal. Proposal submissions without a DIR Registration # and/or do not meet required specifications are causes for disqualification.

**DIR REGISTRATION FOR JANITORIAL SERVICE#:** \_\_\_\_\_

**Submitted by:**

**COMPANY NAME:** \_\_\_\_\_

**FULL ADDRESS (Not a P.O. Box):** \_\_\_\_\_  
(Address, City, State, Zip)

**PHONE NO.:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**YOUR NAME & TITLE:** \_\_\_\_\_

**YOUR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By signing above, RFPder certifies that all information above and submitted with this RFP is true and the representations made herein are made under penalty of perjury.  
Note: Providing false information may result in criminal prosecution or administrative sanctions.

**PROJECT MANAGER for this RFP if Selected (if different from above):**

**YOUR NAME & TITLE:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_



**EXHIBIT B**  
**RFP SUBMITTAL FORM (Page 2 of 5)**

**B. If the RFPder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof. (Attach addt'l page(s), if necessary.)**

---

**C. All persons submitting RFPs shall list the name and location of place of business of each subcontractors regardless of the character of the work. (Attach addt'l page(s), if necessary.)**

Name	Address	Work to be Performed
1 _____		
2 _____		
3 _____		

**D. Please provide at least 3 references from companies you've performed custodial/janitorial services.**

Company Name	Contact Person	Address
1 _____		
Phone: _____	Email Address: _____	
2 _____		
Phone: _____	Email Address: _____	
3 _____		
Phone: _____	Email Address: _____	

**EXHIBIT B**  
**RFP SUBMITTAL FORM** *(Page 3 of 5)*

**RFP PRICE BREAKDOWN FORM – COMPLETE ALL PAGES**

(Following locations are in reference to Exhibit A-Specifications Sections 1-2)

	<b>BASE RFP: CUSTODIAL SERVICE LOCATIONS</b>	<b>COST /PER MONTH</b>
1.	Concord Community Pool Building, 3501 Cowell Road	
2.	Police Department Headquarters, 1350 Galindo Street	
3.	Colfax Street Parking Garage, 2255 Salvio Street	
4.	Salvio Street Parking Garage, 2051 Salvio Street	
5.	Civic Center, 1950 Parkside Drive	
6.	Human Resources, 2974 Salvio Street	
7.	Concord Library, 2900 Salvio Street	
8.	Concord Senior Center, 2727 Parkside Circle	
9.	City of Concord Print Services, 2730 Parkside Circle	
10.	City of Concord Preschool, 2790A Parkside Circle	
11.	City of Concord Dance Studio, 2790B Parkside Circle	
12.	City of Concord Preschool, 2790C Parkside Circle	
13.	Centre Concord, 5298 Clayton Road	
14.	Willow Pass Recreation Center, 2748 East Olivera Road	
15.	Corporation Yard, 1455 Gasoline Alley	
16.	Downtown Police Field Station, 2151 Salvio Street	
17.	Supplies Delivery, All Locations	
	<b>TOTAL</b>	

**EXHIBIT B**  
**RFP SUBMITTAL FORM (Page 4 of 5)**

	<b>SPECIAL SERVICES UPON REQUEST</b>	<b>COST /OCCURRENCE</b>
1.	Event cleanup – Willow Pass Rec, 2748 East Olivera Road	
2.	Event cleanup – Centre Concord, 5298 Clayton Road	
3.	Kitchen detail – Centre Concord, 5298 Clayton Road	
4.	Upper interior/exterior windows – Police Department, 1350 Galindo Street	
5.	Event cleanup – Senior Center 2727 Parkside Circle	
6.	Kitchen detail – Senior Center 2727 Parkside Circle	
	<b>TOTAL</b>	

	<b>DAILY RATES</b>	<b>COST /PER 8 HOURS</b>
1.	Daily rate per person for additional services (per 8 hours)	
	<b>TOTAL</b>	

	<b>CARPET CLEANING</b>	<b>COST /PER 500 SQ. FT.</b>
1.	Rate using van or truck mounted equipment (per 500 sf)	
	<b>TOTAL</b>	

	<b>CHAIR CLEANING</b>	<b>COST /PER 10 CHAIRS</b>
1.	Upholstery/chair cleaning rate (per 10 chairs)	
	<b>TOTAL</b>	

	<b>RFP OPTION</b>	<b>COST /PER MONTH</b>
1.	Park restroom custodial service described in Attachment 3	
	<b>TOTAL</b>	

**EXHIBIT B**  
**RFP SUBMITTAL FORM (Page 5 of 5)**

**1. Subcontractor Form**

**SUBCONTRACTOR FORM**  
*(Required Listing of Proposed Subcontractors)*

All persons submitting RFPs shall list the name and location of the place of business of each subcontractor regardless of the character or amount of the work being performed.

(1)	(2)	(3)	(4)	(5)
Name of Subcontractor*	Subcontractor's Business Location*	California State Contractor License No.	\$ Amount of Work, Labor, or Service, <b>and</b> Percentage of Total RFP	Portion and Description of Work, Labor, or Service to be Provided

\*Information required under Columns 1 and 2 must be correct and accurate at the time of RFP opening. An incorrect listing of the subcontractor's name or location renders the RFP non-responsive. An inadvertent error in listing the subcontractor's license number (Column 3) must be corrected within 24 hours after the RFP opening, as required by the California Public Contract Code Section 4104.

Note: per Section 27 of the specifications (Fire Protection Sprinkler Systems), a C-16 licensed contractor is required

Important Note: Effective July 1, 2014, Assembly Bill 44 (AB 44) amended Public Contract Code Section 4104 to require any public entity taking RFPs for the construction of any public work or improvement to require that prime contractors RFPing on such projects list the California contractor license number, name and business location of subcontractors providing labor or services greater than 0.5% of the prime contractor's total RFP amount; or in the case of RFPs for the construction of streets, highways, or bridges, in excess of 0.5% of the prime contractor's total RFP or \$10,000, whichever is greater. This note does not constitute legal advice to RFPders; RFPders must consult with their own legal counsel on compliance with the Subletting and Subcontracting Fair Practices Act. (Public Contract Code Sections 4100 et seq.)

*If applicable, Proposers and subcontractors should also refer to "Labor Compliance Requirements (Prevailing Wages, SB 854 Etc.)", posted on the City Purchasing's website. SB 854 includes a registration requirement (for Contractors) which becomes mandatory (March 1, 2015 for RFPs and April 1, 2015 for work). Under California Labor Code section 1771.1, as amended by SB 854, a contractor may not RFP, nor be listed as a subcontractor, for any RFP's submitted for public work on or after March 1, 2015 and contracts entered into on or after April 1, 2015, unless the contractor and its subcontractors are registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code.*

## **EXHIBIT C**

### **EXCEPTIONS TO SPECIFICATIONS/REQUIREMENTS**

☐ **PLEASE CHECK THIS BOX IF YOU HAVE NO EXCEPTIONS TO OUR REQUIREMENTS**

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your RFP response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for RFP disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____ <b>RFPder Name</b>	_____ <b>RFPder Signature</b>	_____ <b>Date</b>
-----------------------------	----------------------------------	----------------------

**EXHIBIT D***(Page 1 of 1)***Debarment and Suspension Certification\*****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- has not been suspended, debarred, voluntarily excluded or declared ineligible by any Federal agency within the past 3 years;
- does not presently have a proposed debarment pending; and
- has not been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years;

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

*Note: The above certification is part of the RFP. Signing the RFP on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.*

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Proposer or Authorized Representative

\_\_\_\_\_  
Date

*\*Fullfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders, and other lower tier transactions of \$25,000 or more)<sup>1</sup>*

<sup>1</sup> Reference: Local Assistance Procedures Manual (DLA-OB 13-06, Exhibit 12-G Required Federal-aid Contract Language, Page 15 Of 22, August 12, 2013)

**EXHIBIT E (Page 1 of 2)****SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS**

(This T&C page and any referenced document can be found on the Purchasing website at [http://www.cityofconcord.org/pdf/business/purchasing/po\\_terms.pdf](http://www.cityofconcord.org/pdf/business/purchasing/po_terms.pdf) or upon request.)

(This document and all referenced documents are incorporated by reference as though fully restated herein.)

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.
2. All Shipments are F.O.B. Delivered unless otherwise specified. When freight is authorized to be prepaid and added to invoice, a copy of the receipted freight bill must accompany invoice. (FOB destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the City only upon receipt and acceptance by an authorized representative of the City of Concord.)
3. Substitutions, Changes, and Prices other than specified must be authorized in writing by the Purchasing Agent.
4. Acceptance of this Purchase Order implies the acceptance of all items and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without written approval of City.
5. Contract. The contract may be in a form of a purchase order, a separate agreement, or both. Final contract terms and conditions may be negotiated with the selected Contractor, and will include but are not limited to all of the terms and conditions herein and any referenced attachments. Such contract,, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the work covered hereunder, will constitute the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.
6. Warranty and Quality Inspection. Contractor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in City's opinion, any article material, work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
7. Title. Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold City free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.
8. Infringement. Contractor shall indemnify and defend City against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale normal use or other normal disposition of any article or material furnished hereunder.
9. Invoice Discount. Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date City received invoices or merchandise whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by City.
10. Compensation. Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for all work contemplated and embraced in this order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance or work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
11. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the Contractor's performance under the terms of this Purchase Order, including but not limited to Prevailing Wage Policies. This indemnification obligation on Contractor's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole or active negligence or willful misconduct on the part of City.
12. Laws to be Observed. All activities regarding this order shall be governed by the laws of the State of California. Any action to enforce this agreement shall be brought in a state court in the County of Contra Costa, California. Contractor shall keep fully informed of and shall comply with all existing and future State and Federal laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials, used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. In accordance with SB854, Contractors must register and meet requirements using the new Department of Industrial Relations online application before RFP on public works contracts in California.
13. Contractor's Licensing Laws. Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All Proposer's and Contractors shall be licensed in accordance with the laws of the State of California and any Proposer's or Contractor not so licensed is subject to the penalties imposed by such laws.
14. Permits and Licenses. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.



**EXHIBIT E (Page 2 of 2)**  
**SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS**

15. Labor Compliance Requirements (Prevailing Wage, SB854 Etc). Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided in the document 'Labor Compliance Requirements (Prevailing Wages, SB 854 Etc.', posted on the City Purchasing's website.
16. Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.
17. Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to City of Concord for all costs incurred by City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
18. Taxes. Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract, and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
19. Independent Contractor. Both parties understand and acknowledge that Contractor, its agents, employers and subcontractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or subcontractors are agents or employees of the City, and Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.
- As an independent contractor, Contractor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Contractor shall be employees or subcontractors of Contractor and shall not be construed as employees or agents of the City in any respect. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced pay for work performed on a recognized holiday. Contractor shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the work to be performed by Contractor.
20. Safety. All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.
21. Assignment. City is entering into this agreement in consideration of the rendition of the work required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.
22. Insurance. Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (Please refer to the 'Insurance Requirements' document posted on the City's Purchasing website.)
23. Reservation of Rights. The City reserves the right to reject any or all quotes/RFPs, to waive any informalities, or to terminate the solicitation process at any time, if deemed by the City to be in the best interest of the City.
24. Equal Opportunity. Please refer to the 'Equal Opportunity Clause of Executive Order 11246' document posted on the City's Purchasing website at <http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf>.
25. Debarment/Suspension Policy. Contractors/vendors and subcontractors must not be debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, Executive Order 12549, and Public Contract Code (PCC) Section 6109. (The City will verify RFPder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).) Contract and/or Purchase Order will be terminated upon verification that vendor is on the excluded list of vendors. Please also refer to the 'Debarment and Suspension Certification' document, posted on the City's Purchasing website.

**EXHIBIT F (Page 1 of 13)****SAMPLE CONTRACT**

*(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFP.)*

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is entered into on **Agreement Date** between the City of Concord ("CITY") and [Consultant Company Name], Corporate Status, [Consultant Street Address], [Consultant City], [Consultant State] [Consultant Zip] ("CONSULTANT").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

The CITY desires to contract with CONSULTANT to provide the professional services described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

**1. TERM.** This Agreement shall commence on Month/Day, 20YY and expire on Month/Day, 20YY.

(OPTIONAL) A. Extension of Term. Upon mutual written agreement by the parties, the term of this Agreement may be extended for \_\_\_\_\_ additional period(s) of \_\_\_\_\_ year(s) each commencing upon the expiration of the initial or extended term, subject to the same terms and conditions of this Agreement. CONSULTANT shall give written notice of its request for extension of the term of the Agreement to the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to expiration of the initial or extended term.

The extension(s) of the term of this Agreement shall be subject to a review of CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and shall be subject to City approval. Such extension of time shall be in writing by a duly executed Amendment to this Agreement.

**2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

**3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit A. However, shall in no event shall the amount CITY pays CONSULTANT exceed **Amount Written**

**EXHIBIT F (Page 2 of 12)**  
**SAMPLE CONTRACT**

1 in Words dollars (\$Numerical Amount) for the term of this Agreement. Any Amendment to this  
 2 Agreement that includes an increase to this compensation amount shall be made in accordance with  
 3 Section 5 below.

4 CONSULTANT may submit monthly statements for services rendered; all statements shall  
 5 include adequate documentation demonstrating work performed during the billing period. It is intended  
 6 that CITY review such statement and pay CONSULTANT for services rendered within 30 days of  
 7 receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall not be  
 8 deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the time of  
 9 payment.

10 4. **AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
 11 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered  
 12 by CONSULTANT under this Agreement except where approval for the CITY is specifically required  
 13 by the City Council. The CITY's authorized representative is [City Authorized Rep's Name], [City  
 14 Authorized Rep's Title] of the City Authorized Rep's Department. The CONSULTANT's authorized  
 15 representative is [Consultant Authorized Rep's Name], [Consultant Authorized Rep's Title].

16 5. **AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
 17 subject to approval by both parties. If additional services are requested by CITY other than as described  
 18 in the above Scope of Services, this Agreement may be amended, modified, or changed by the parties  
 19 subject to mutual consent and in accordance with the CITY's Municipal Code by execution of an  
 20 Amendment by authorized representatives of both parties setting forth the additional scope of services  
 21 to be performed, the performance time schedule, and the compensation for such services.

22 A. **Amendment for Additional Compensation.** CITY's Authorized  
 23 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including  
 24 amendments providing for additional compensation to CONSULTANT not to exceed the Minimum  
 25 Threshold, including the base contract amount, throughout the term of this Agreement. "Minimum  
 26 Threshold" means the dollar amount over which Council approval is required during each fiscal year as  
 27 set forth in Concord City Council Resolution 21-43 pursuant to Concord Municipal Code Section  
 28 3.10.040(a). The Minimum Threshold for Fiscal Year 2021-22 is \$75,000 and increases by \$5,000 each

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**EXHIBIT F (Page 3 of 12)**  
**SAMPLE CONTRACT**

subsequent fiscal year such that by Fiscal Year 2026-27 the Minimum Threshold is \$100,000. Any additional compensation to CONSULTANT that is greater than the Minimum Threshold, including the base contract amount, must be approved by City Council.

CONSULTANT's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Services shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

**6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that CONSULTANT, its officers, agents, employees, volunteers and subcontractors are and shall at all times remain as to the CITY wholly independent contractors. Neither the CITY nor any of its officers, officials, agents, employees or volunteers shall have any control over the manner by which the CONSULTANT performs this Agreement and shall only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT or its officers, agents, employees, volunteers or subcontractors are agents or employees of the CITY, and CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the CITY to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or

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**EXHIBIT F (Page 4 of 12)**  
**SAMPLE CONTRACT**

assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by CONSULTANT.

**7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to CITY that CONSULTANT is skilled and able to provide such services described in the Scope of Services and that such services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONSULTANT further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time work is performed.

**8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other consultants, subconsultants, experts, or contractors without the prior written approval of the CITY. Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S representative as the person primarily responsible for the day-to-day performance of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and timeliness of performance of the services, notwithstanding any permitted or approved delegation hereunder.

**9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor are represented to be suitable for reuse by others except CITY on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY.

[Alternative: Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings,

**EXHIBIT F (Page 5 of 12)**  
**SAMPLE CONTRACT**

descriptions and other final work products compiled by the CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.]

**10. INDEMNIFICATION.**

**A. For Design Professional Services Only.** Pursuant to California Civil Code Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, officials, agents, employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

**B. For All Other Services.** CONSULTANT agrees to defend, indemnify and hold harmless the CITY (including its officers, officials, agents, employees and volunteers) from and against all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the CONSULTANT's performance under the terms of this Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful misconduct on the part of the CITY.

**11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

**A. Commercial General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)



**EXHIBIT F (Page 6 of 12)**  
**SAMPLE CONTRACT**

combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

**B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance covering all vehicles used in the performance of this Agreement providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

**C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions committed by CONSULTANT, its agents and employees in the performance of this Agreement. The amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made annual aggregate basis or a combined single limit per occurrence basis.

**D. Compliance with State Workers' Compensation Requirements.** CONSULTANT covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code. The insurer shall also agree to waive all rights of subrogation against the CITY, its officers, officials, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. This provision shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

**E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:

**(1) Additional Insured.** CITY, its officers, officials, agents, employees and volunteers are to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned, occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, agents, employees or volunteers.

Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for notice of cancellation to



**EXHIBIT F (Page 7 of 12)**  
**SAMPLE CONTRACT**

1 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT  
 2 receives any notice of cancellation or nonrenewal from its insurer.

3 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be  
 4 primary insurance with respect to CITY, its officers, officials, agents, employees and volunteers. Any  
 5 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
 6 agents, employees or volunteers shall be in excess of CONSULTANT'S insurance and shall not  
 7 contribute with it.

8 (3) **Reporting Provisions.** Any failure to comply with the reporting  
 9 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, agents,  
 10 employees or volunteers.

11 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with  
 12 certificates of insurance and the original endorsements effecting coverage required by this Agreement.  
 13 The certificates and endorsements for each insurance policy are to be signed by a person authorized by  
 14 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance  
 15 carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be  
 16 delivered to CITY at the time of the execution of this Agreement or before work commences. Such  
 17 policies and certificates shall be in a form approved by the City Attorney. CITY reserves the right to  
 18 require complete certified copies of all required insurance policies at any time.

19 12. **TIME OF PERFORMANCE.** The time of performance of the services under this  
 20 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
 21 shall be strictly construed.

22 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,  
 23 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
 24 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
 25 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
 26 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
 27 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.  
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**EXHIBIT F (Page 8 of 12)**  
**SAMPLE CONTRACT**

1           **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)  
2 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written  
3 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT  
4 shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded,  
5 photographic, or visual materials, documents, data, and other deliverables ("Work Materials") prepared  
6 for the CITY prior to the effective date of such termination, all of which shall become CITY's sole  
7 property. After receipt of the Work Materials, CITY will pay CONSULTANT for the services  
8 satisfactorily performed as of the effective date of the termination.

9           **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,  
10 CONSULTANT agrees as follows:

11               **A. Equal Employment Opportunity.** In connection with the execution of this  
12 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment  
13 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited  
14 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment  
15 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training  
16 including apprenticeship.

17               **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply  
18 with all federal regulations relative to nondiscrimination in federally assisted programs.

19               **C. Solicitations for Subcontractors including Procurement of Materials and**  
20 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by CONSULTANT  
21 for work to be performed under a subcontract including procurement of materials or leases of  
22 equipment, each potential subcontractor, supplier or lessor shall be notified by CONSULTANT of  
23 CONSULTANT'S obligation under this Agreement and the regulations relative to nondiscrimination  
24 on the grounds of race, religion, color, sex, or national origin.

25           **16. CONFLICT OF INTEREST.**

26               **A.** CONSULTANT covenants and represents that neither it, nor any officer or  
27 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any  
28 manner with the interests of CITY or which would in any way hinder CONSULTANT's performance

**EXHIBIT F (Page 9 of 12)**  
**SAMPLE CONTRACT**

of services under this Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, official, agent, employee or subcontractor without the express written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

B. CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(1) Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

(2) Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

**17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses, including a business license with the City of Concord, and permits for the conduct of its business and the performance of the services. CONSULTANT shall ensure that all of its officers, officials, agents, employees and subcontractors who: (i) enter CITY premises in connection with the services to be performed by CONSULTANT hereunder, and/or (ii) have in-person contact with CITY officers, officials, agents, employees, subcontractors and volunteers, and/or members of the public in connection with the services to be performed by CONSULTANT hereunder, comply with all applicable Federal, State of California, Contra Costa County, and local laws, rules, and regulations, whichever is the most restrictive, regarding COVID-19 or similar public health matters, including regarding vaccinations, testing, reporting, social distancing, social gathering, mask wearing, and associated requirements.

**18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. In the event that suit shall be brought by either party

**EXHIBIT F (Page 10 of 12)**  
**SAMPLE CONTRACT**

hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

**19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

**20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

**21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and incorporated herein by reference. The Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONSULTANT and CITY, whether oral or written.

**22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit. This Agreement is not intended and shall not be construed to create a joint venture or

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**EXHIBIT F (Page 11 of 12)**  
**SAMPLE CONTRACT**

partnership between the parties. CONSULTANT, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

**23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

**24. NOTICES.** All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

**To CITY:** [City Authorized Rep's Name], [City Authorized Rep's Title]  
City Authorized Rep's Department  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519-2578  
Phone: (925) [REDACTED]-[REDACTED]  
Email: [REDACTED]

**To CONSULTANT:** [Consultant Authorized Rep's Name], [Consultant Authorized Rep's Title]  
[Consultant Company Name]  
[Consultant Street Address]  
[Consultant City], [Consultant State] [Consultant Zip]  
Phone: ( ) [REDACTED]-[REDACTED]  
Email: [REDACTED]

**25. NON-LIABILITY.** No member of the CITY and no other officer, official, agent, employee or volunteer of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

**26. EXECUTION.** Each individual or entity executing this Agreement on behalf of Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Applicant and that such execution is binding upon Applicant.

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**EXHIBIT F (Page 12 of 12)**  
**SAMPLE CONTRACT**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

**CONSULTANT**

**CITY OF CONCORD, a Municipal Corporation**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: [Consultant Street Address]  
 [Consultant City],[Consultant State] [Consultant Zip]  
 Telephone: ( ) - -  
 Email: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Valerie J. Barone  
 Title City Manager  
 Address: 1950 Parkside Drive  
 Concord, CA 94519  
 Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
 Susanne Brown  
 City Attorney

\_\_\_\_\_  
 Joelle Fockler, MMC  
 City Clerk

**FINANCE DIRECTOR'S CERTIFICATION:**

Concord, California

Date:

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR #### TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
 THE SUM OF \$Numerical Amount. Account Code: \_\_\_\_\_

\_\_\_\_\_  
 Finance Director's Signature

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**TG** (Page 1 of 1)

## N E W S   R E L E A S E

**News Release No.:** 2018-47

**Date:** June 27, 2018

### **Labor Commissioner Launches Online Registration for Janitorial Service Providers**

**Oakland**—The Labor Commissioner's Office has launched an [online registration system](#) for janitorial service providers and contractors operating in California to register annually as required by law.

Under the [Property Service Workers Protection Act](#), signed by Governor Edmund G. Brown Jr. in 2016, every provider of janitorial services with one or more employees and one or more janitorial workers must register with the Labor Commissioner's Office and renew every year.

The Labor Commissioner's Office urges janitorial employers to quickly register. Those who fail to register by October 1, 2018 may be subject to a civil fine, as will any person or entity who contracts with a janitorial employer lacking valid registration.

"The online registration tool will make it easy for janitorial employers to comply with the law, and will help us to hold accountable businesses in the underground economy that underpay their workers and evade labor laws," said Labor Commissioner Julie A. Su. "The registration requirement is another tool for property owners to distinguish law-abiding contractors from wage thieves and to protect honest businesses from unfair competition."

Janitorial employers are also required to provide employees with sexual harassment prevention training once every two years beginning January 1, 2019.

The Labor Commissioner's Office has posted a [registration search tool](#) that shows whether employers and contractors are properly registered, as well as [FAQs](#).

For more information, call the Licensing and Registration Unit at (510) 879-8333 Monday through Friday from 8 a.m. to 5 p.m. or email [dlsejanitorial@dir.ca.gov](mailto:dlsejanitorial@dir.ca.gov)

The Division of Labor Standards Enforcement, or the Labor Commissioner's Office, is the division within the Department of Industrial Relations (DIR) with wide-ranging enforcement responsibilities including adjudicating wage claims, inspecting workplaces for wage and hour violations, investigating retaliation complaints and educating the public on labor laws.

Employees with work-related questions or complaints may contact DIR's Call Center in English or Spanish at 844-LABOR-DIR (844-522-6734).

P.O. Box 420603 • San Francisco, CA • 94142-0603 • [www.dir.ca.gov](http://www.dir.ca.gov)

The above document can also be found on this link: <https://www.dir.ca.gov/DIRNews/2018/2018-47.pdf>



**ATTACHMENT 1 (Page 1 of 1)**  
**Janitorial RFP Tour (MANDATORY)**

**Thursday, July 21, 2022**

**8:00 AM MANDATORY PRE-RFP CONFERENCE**

Permit Conference Room, Wing D  
 City of Concord – City Hall  
 1950 Parkside Drive, Concord CA 94519

**9:30 AM** After Pre-RFP Conference, Begin Tour – Civic Center  
*(Civic Center – 1950 Parkside Drive, Concord CA 94519)*

- Council Chambers, 15-20 minutes
- Managers Wing A, 40 minutes
- Human Resources, 15-20 minutes
- Permit Center Wing D, 40 minutes
- Finance Building Wing C, 40 minutes
- Library, 30-45 minutes
- Willow Pass Recreation Building, 30 minutes

**BREAK, 45 minutes**

Depending on what time break is taken, we will announce the time to begin tour at *Baldwin Park Senior Center (2727 Parkside Circle, Concord CA 94519)*:

- Baldwin Park Senior Center, 45-60 minutes
- Baldwin Park Printing Services, 15 minutes
- Baldwin Park Dance Studio, 10 minutes
- Baldwin Park Preschools, 20 minutes

Meet at the Public Works Corp Yard, outside the Admin Office  
*(Corp Yard – 1455 Gasoline Alley, Concord CA 94520)*

- Corp Yard, 1 1/2 hours
- Supplies storeroom at Corp Yard

**Friday, July 22, 2022**

**8:00 AM** Meet at Police Station, *Main Lobby entrance (1350 Galindo Street, Concord CA 94520)*:

- Police Department, 2 hours, 8 AM-10 AM
- Then go to *Centre Concord – 5298 Clayton Road, Concord CA 94521*:
- Centre Concord, 1 hour, 10:30 AM-11:30 AM

**BREAK, 45 minutes**

Depending on what time break is taken, we will announce the time to begin tour at *Concord Community Pool (3501 Cowell Road, Concord CA 94518)*:

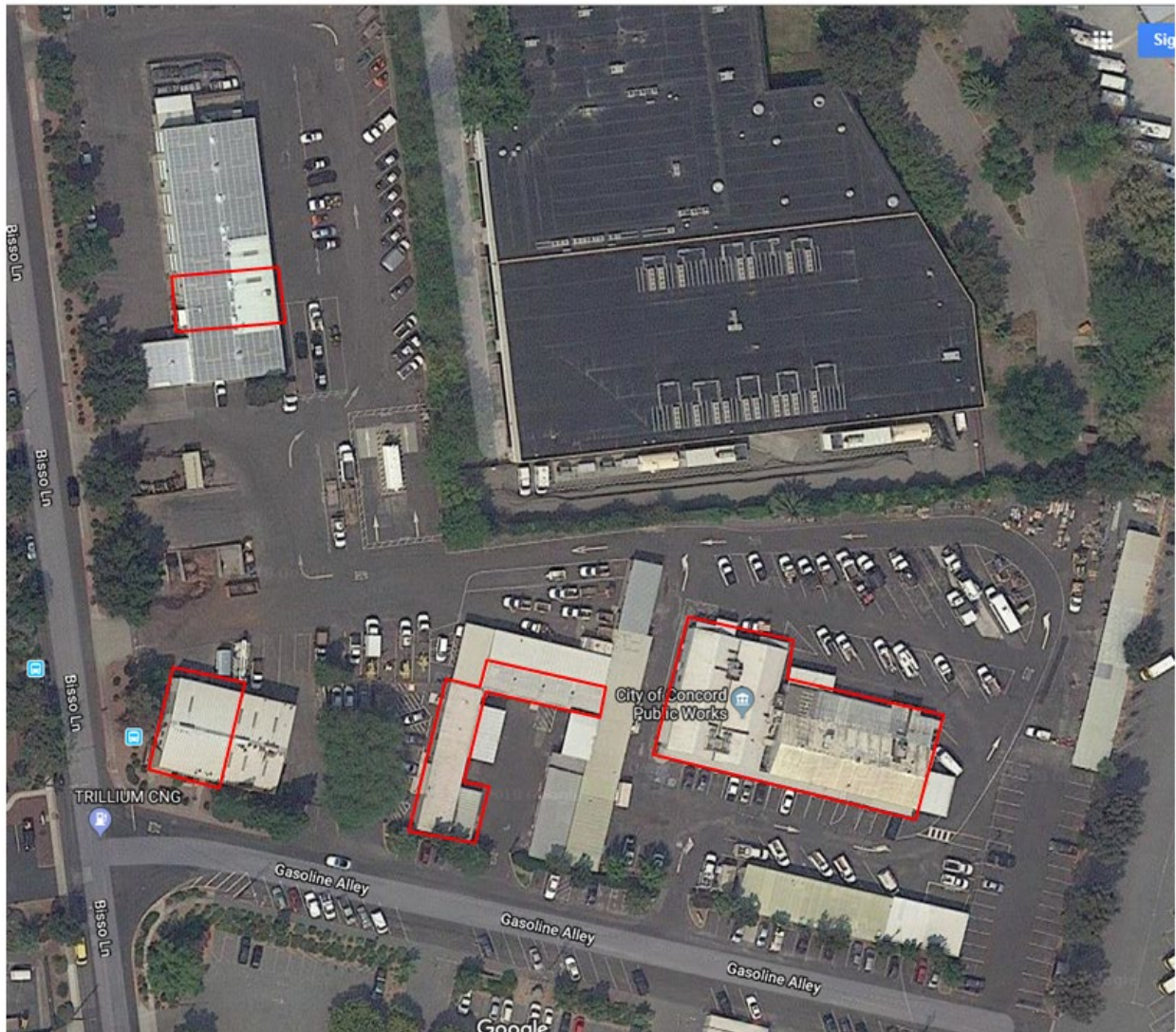
- Concord Community Pool, 30 minutes 1 PM-1:30 PM
- Salvio Street Garage, 2051 Salvio Street, 30 minutes, 1:45 PM-2:15 PM
- Colfax Street Garage, 2255 Salvio Street, 30 minutes, 2:30 PM-3 PM
- Downtown Police Field Station, 2151 Salvio Street, 10 minutes

Note: Companies submitting RFPs must be present at all sites in the Tour.



**ATTACHMENT 2 (Page 1 of 1)**  
**City of Concord Corporation Yard**  
**1455 Gasoline Alley**

\*Areas to be cleaned are outlined in red



### **ATTACHMENT 3 ( Page 1 of 2)**

#### **CITY OF CONCORD SCOPE OF WORK AND LOCATIONS**

The following are additional information on services required for special events for the specified location but are not limited to these sites and will be further instructed upon request.

**Special Events at Concord Senior Center require;**

- Bathrooms: clean, refill soaps, toilet paper and seat covers
- Garbage
- Clean out kitchen equipment (if used). Remove Grease/food stuff left behind from renter.
- Sweep/Machine mop Kitchen Floor
- Sweep/ Machine Mop Wisteria
- Vacuum hall/carpet used for event including side rooms
- Some movement of tables/chairs will be required to sweep/mop and vacuum

**After an event at Centre Concord, the custodians need to do the following:**

Clean all restrooms (may include activity center restrooms if stated in calendar)

Lobby area

Mop service corridor and kitchen

Clean hallways by restroom and back of ballroom

Vacuum/clean bar, cake and buffet mats in ballroom

Clean Activity Center floors (if stated in calendar)

(Average time is two people at 4 hours each.)

## **ATTACHMENT 4 ( Page 1 of 3)**

### **CITY OF CONCORD CUSTODIAL STANDARDS**

During the term of this contract the following standards shall be met:

#### **Article I. Section 1: Accessibility**

All City facilities are places of public accommodation, and as such, custodial services shall be performed in a manner that does not negatively impact business operations of the various City facilities.

#### **Article II. Section 2: Hours of Service**

Custodial services can normally begin at the end of business day for each location. Hours vary by location. Location hours are located in the RFP Specifications. City may revise or require additional hours within the scope of this contract at any time.

#### **Article III. Section 3: Exterior of Facilities**

Facility windows, window sills and doors shall be clean and free of dust, dead bugs, spots and smudges up to 10' above the ground.

#### **Article IV. Section 4: Interior of Facilities**

All facility interiors shall be presentable, clean, safe and inviting. All surfaces and fixtures shall be safe, relatively dry, debris free and ready for immediate public use.

- Facility floors shall be swept, vacuumed, spot cleaned, spot mopped, buffed, machine scrubbed, stripped, and refinished as-needed so as to be free of debris and stains.
- Facility baseboards are to be clean and free of spots and stains.
- Facility waste baskets, recycling bins, and trash cans will be emptied, liners replaced and trash/recycling disposed of in City-provided containers.
- Drinking fountains will be clean, sanitized, polished and free of spots, grease, smudges, etc.
- Facility counters shall be clean, free of dust and smudges on all surface areas.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility stairwells shall have handrails wiped/polished and shall be free of dust and debris.
- Facility elevators shall be wiped clean, swept, vacuumed, and mopped and shall be free of litter, dust and debris.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility tables and chairs shall be wiped clean, sanitized and disinfected.
- Facility shall be clean of all spider webs up to 10' above the ground.
- Facility tile/grout shall be clean and free of spots and stains.
- Facility carpet shall be clean and free of spots less than 2 feet in diameter.
- Facility furnishings shall be clean, free of dust and smudges on all surface areas. ie: desks, counters, cabinets, artificial plants, bookcases, window sills, tops of doors, etc.
- Facility blinds/windows coverings shall be free of dust and stains.
- Facility appliances shall be wiped clean, sanitized, polished and be free of spots, grease and smudges.
- Facility appliances shall be wiped clean, and sanitized internally.
- Facility walls, doors, chair rails and fan/air vents shall be wiped clean and free of stains and dust.

## **ATTACHMENT 4 ( Page 2 of 3)**

### **CITY OF CONCORD CUSTODIAL STANDARDS**

- Facility windows and window sills up to 10' shall be clean and free of dust, dead bugs, spots and smudges, etc.
- Facility upholstered furniture shall be clean and free of spots and stains.
- Facility reception hall and gymnasium floors shall be mopped in their entirety.

#### **Article V. Section 5: Kitchens (excepting Centre Concord and Senior Center)**

Kitchens shall be presentable and free of foul odors. All surfaces and fixtures shall be safe and relatively dry, debris free, and ready for immediate food preparation.

- Facility floors, including all perimeters, shall be swept, mopped, and be free of spots, dust, stains and grease.
- Facility tile/grout and back splash walls shall be clean and free of spots, stains and grease.
- Facility waste basket/recycle containers will be emptied and liners replaced. Waste shall be disposed of properly.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility appliance exteriors shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility food preparation areas, including sinks, shall be clean, sanitized, and free of spots, stains and smudges.
- Facility disinfectant dispensers and paper towels shall be stocked and replenished.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).
- Facility shall be dust free on all surface areas (ie: top shelves of counters, window sills, tops of doors, etc.)
- Facility floors, walls, and backsplashes behind/beneath refrigerators, stoves, water- coolers, and other appliances shall free of debris, dusts, and grease.
- All facility floor drains shall be flushed with clean water.
- Facility appliances shall be wiped clean, sanitized, and free of spots, grease and smudges, including refrigerators.

#### **Article VI. Section 6: Locker/Changing Rooms/Showers**

Locker Room shall be presentable, clean, free of foul odors, and fully stocked. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

#### **Article VII. Daily:**

- Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
- Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be stocked and replenished.
- Facility floors shall be swept and mopped with germicidal solution.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- All tiles and shower walls shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
- Facility mirrors, sinks, fixtures, partitions and walls shall be clean, disinfected and free of soap scum.

## **ATTACHMENT 4 ( Page 3 of 3)**

### **CITY OF CONCORD CUSTODIAL STANDARDS**

- All facility sinks, toilets, urinals, shower curtains and diaper changing tables shall be clean, disinfected, sanitized, with any prescribed aromatic devices functioning properly. Do not leave any un-dissolved cleaning agents behind.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).
- All facility lockers and benches shall be dust free and clean.
- All facility benches, walls, doors and frames shall be cleaned and disinfected.
- All exterior locker surfaces shall be disinfected.
- All facility floor drains shall be flushed with clean water.

#### **Article VIII. Section 8: Facility Restrooms and Showers**

Restrooms and showers shall be presentable, clean, free of foul odors, and consumables fully stocked. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

- Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
- Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be stocked and replenished.
- Facility floors shall be swept and mopped with germicidal solution.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- All tiles shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
- Facility mirrors, sinks, fixtures, partitions and walls shall be clean, disinfected and free of soap scum.
- All facility sinks, toilets, urinals and diaper changing tables shall be clean, disinfected and sanitized. Do not leave any un-dissolved cleaning agents behind.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).
- All Facility walls, doors and frames shall be cleaned and disinfected.
- All Facility floor drains shall be flushed with clean water.

**ATTACHMENT 5 ( Page 1 of 1)****Custodial Sites Square Footage**

Concord Community Pool Building, 3501 Cowell Road-6,990 square feet

Police Department Headquarters, 1350 Galindo Street-67,180 square feet

Colfax Street Parking Garage, 2255 Salvio Street-161,700 square feet(total structure)

Salvio Street Parking Garage, 2051 Salvio Street-184,000 square feet(total structure)

Civic Center, 1950 Parkside Drive-23,000 square feet

Human Resources, 2974 Salvio Street-3,060 square feet

Concord Library, 2900 Salvio Street-10,805 square feet

Concord Senior Center, 2727 Parkside Circle-17,170 square feet

City of Concord VIPS, 2730 Parkside Circle-2,436 square feet

City of Concord Preschool, 2790 A Parkside Circle-600 square feet

City of Concord Dance Studio, 2790 B Parkside Circle-1000 square feet

City of Concord Preschool, 2790 C Parkside Circle-600 square feet

Centre Concord, 5298 Clayton Road-23,960 square feet

Willow Pass Recreation Center, 2748 East Olivera Road-12,325 square feet

Corporation Yard, 1455 Gasoline Alley-33,000 total, much not cleaned areas

Downtown Police Field Station, 2151 Salvio Street Suite S-approx. 1000 square feet