



**CITY OF RIALTO, CA  
NOTICE FOR REQUEST FOR PROPOSALS (RFP 21-047)  
“JANITORIAL SERVICES”**

**NOTICE IS HEREBY GIVEN** that the City of Rialto is requesting proposals from highly qualified and appropriately licensed Janitorial firms (“Janitorial Firms”) to provide the City with “**Janitorial Services**” within the City of Rialto, (hereinafter the “Project”).

**PROJECT LOCATION:** Various City Facilities.

**SCOPE OF SERVICES:** The scope of work generally includes janitorial services for various City facilities. Specifically, the Janitorial Firm will be required to provide the following services:

- (a) The Janitorial Firm shall provide janitorial services at the highest industry standards by integrating innovative and progressive techniques and to follow the objectives as set forth in these specifications.
- (b) The Janitorial Firm shall furnish all labor, vehicles, equipment, supplies, materials, tools, services, and special skills required to perform the janitorial services as set forth in this specification and in keeping with the highest standards of quality and performance.
- (c) Janitorial services shall include, but not be limited to, cleaning of specified City facilities with all required janitorial services to be provided as more thoroughly described in the specifications.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.yourrialto.com](http://www.yourrialto.com) (from the main page look for the “City Hall” drop down menu and select “Departments”; then select “Finance Department”. Next scroll down the page and select “Purchasing Division”. Finally on the right hand side click on “Vendor Portal/Vendor Registration” button. Once you are redirected to the “City of Rialto Vendor Portal” on the planetbids.com website, select “New Vendor Registration” to register or “Bid Opportunities” if you have already registered. To obtain RFP Documents and Addenda, registration with the City of Rialto Vendor Portal is required. Failure to register may result in not receiving addenda to the RFP.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, Janitorial Firms should take note that multiple factors as identified in the RFP will be considered by the City to determine which Proposal best meets the requirements set forth in the RFP document. Price will be considered as part of the evaluation, and represents 50% of the overall score. The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Rialto City Council. The selected Janitorial Firm will be required to comply with all insurance and licensure requirements of the City. The City also reserves the right to reject all submitted proposals and cancel the RFP or reissue the RFP.

**MANDATORY PRE-PROPOSAL MEETING:** Janitorial Firms are advised to attend a **Mandatory Pre-Proposal Meeting** to acquaint Firms with the contract requirements and existing site conditions that may affect the work. The mandatory proposal meeting will be held on **Wednesday, May 19, 2021, at 2:00 PM local time**. The meeting will be held at the Public Works Office Conference Room located at 335 West Rialto Avenue, Rialto, CA. ***The City may only consider Proposals submitted by those Janitorial Firms who attend the Mandatory Pre-Proposal Meeting. All other Proposals may be considered non-responsive and subject to rejection.***

**DEADLINE:** All proposals must be received via email only at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov) by **2:00 P.M., Tuesday, June 1, 2021**. The receiving time of the email will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be considered as non-responsive. The Public Works Department is not responsible for issues due to file size limitations.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Michael Tahan, Interim Public Works Director  
May 13, 2021



**CITY OF RIALTO, CA  
REQUEST FOR PROPOSALS (RFP) #21-047  
JANITORIAL SERVICES**

The City of Rialto, California has issued this Requests for Proposals (**RFP #21-047**), for proposals from qualified janitorial services firms to provide the City with “Janitorial Services” within the City of Rialto (hereinafter the “Project”). Proposals will be received via email only at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov) until **2:00 P.M., TUESDAY, JUNE 1, 2021**. It is the responsibility of the Proposer to see that any proposal shall have sufficient time to be received by this specified date and time. The receiving time of the emailed proposal will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or any hand delivered method such as by mail or courier will not be accepted. Late Proposals will not be accepted. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under “Obtaining RFP Documents”) may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**1. PURPOSE AND SCHEDULE:**

The City of Rialto is requesting proposals from highly qualified and appropriately licensed Janitorial firms to provide the City with janitorial services at various City facilities. The selected firm will be expected to provide the required tools, equipment and materials as necessary to complete for the City.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... Thursday, May 13, 2021  
Mandatory Pre-Proposal Meeting..... Wednesday, May 19, 2021 at 2:00 PM  
Deadline for receipt of Questions ..... Tuesday, May 25, 2021, 12:00 PM  
**Deadline for receipt of Proposals ..... Tuesday, June 1, 2021, 2:00 PM**  
**Presentations and Interviews (if needed)..... Week of June 7 through June 8, 2021**  
Contract awarded by City Council ..... TBD  
***\*Dates above are subject to change.***

**2. BACKGROUND:**

The City engages the services of a private Janitorial Services Firm to provide janitorial and cleaning services for City facilities. The City intends to solicit Proposals from Janitorial Firms to enter into a new multi-year service contract. The length of the initial contract will be for twelve (12) months beginning July 1, 2021, through June 30, 2022. ALL PROPOSALS ARE TO BE SUBMITTED BASED ON THIS INITIAL TWELVE (12) MONTH CONTRACT.

The City may elect to exercise an extension to renew this contract for an additional four (4), one (1) year terms, as follows:

- The first optional extension will be for twelve (12) months from July 1, 2022, through June 30, 2023.
- The second optional extension will be for twelve (12) months from July 1, 2023, through June 30, 2024.
- The third optional extension will be for twelve (12) months from July 1, 2024, through June 30, 2025.
- The fourth optional extension will be for twelve (12) months from July 1, 2025, through June 30, 2026.

**Contract Renewal:** The Contract may be extended by the City for up to four (4) consecutive one (1) year optional renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

### **3. SCOPE OF WORK:**

Contractor shall provide, at its sole expense, all of the requirements of this Contract. The required services include, without limitation, providing all tools, supplies, equipment, resources and labor necessary to clean City facilities; and perform all other tasks to accomplish the preceding requirements as specified herein.

Additional requirements for the requested scope of work is included in **Attachment 1**.

### **4. PROPOSAL REQUIREMENTS:**

#### **General Requirements:**

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Rialto relies on the

professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Rialto will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

**5. SELECTION PROCESS:** The City of Rialto is utilizing a combination of a Qualifications Based Selection and Cost Based (Price) Selection process to select a firm to provide the services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

**6. PROPOSAL EVALUATION CRITERIA:** This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Price is a component of the evaluation process, and represents 30% of the overall evaluation score. Cost proposals shall be submitted on the Proposal Pricing Form (**Attachment 2**) included in the RFP. **Alternative, qualified, or conditional cost proposals will be rejected.** A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

**PRIOR CITY WORK:** If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired by City, formal presentations/interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

#### **EVALUATION CRITERIA:**

**Special Note:** The firm's proposal must provide written responses to the following evaluation criteria, following the format identified herein. A proposal that does not follow the required format, or does not respond to the individual items specified below, may be rejected as non-responsive.

## SECTION A: APPROACH AND UNDERSTANDING (25 POINTS)

- A.1 Provide a thorough description demonstrating an understanding of the Scope of Work and its components.
- A.2 Describe how the Scope of Work will be implemented and monitored.
- A.3 Describe staffing levels and timeframe necessary for tasks described in the Scope of Work.
- A.4 Describe what process or system will be used to track and monitor the sites patrolled, the routes patrolled, and the hours worked.
- A.5 Describe the firm's ability to adequately track individual employee's activities such that monthly invoices for hours worked can be audited and verified.
- A.6 Describe or otherwise provide a copy of the training program used to meet and exceed the minimum training requirements. Identify if required training is administered in-house or the certified training facility used. Identify additional training provided that further develops and improves the overall qualifications of assigned staff.
- A.7 Describe or otherwise provide a copy of Drug Screening Policy implemented for mandatory drug testing of employees as a condition of initial employment, "post-incident" drug testing of employees involved in accidents or other reportable incidents, and "reasonable suspicion" drug testing.

## SECTION B: FIRM QUALIFICATIONS (25 POINTS)

- B.1 List the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under. Identify the number, size and location of the firm's offices, and total number of employees. Identify the year the firm was founded and/or incorporated. Complete the required "Company General Information" Form included as **Attachment C**.
- B.2 List the name and title of the firm's principal officers with the authority to bind your company in a contractual agreement.
- B.3 List the firm's specific and relevant experience with janitorial service contracts of similar scope (**a minimum of 5 references is required**). ***Prior experience providing similar services for public agencies is preferred.*** Detailed contract information, including dates contract started and completed, contracting entity contact information, contracting entity Contract Officer, and other appropriate supporting information shall be provided. **A minimum of five (5) years of experience is required.**
- B.4 Provide an organizational chart identifying all employees to be assigned to the contract, showing relationships between key personnel and support staff.

- B.5 Identify the firm's turn-over rate with employees; identify the current average tenure of all of the firm's employees; identify the current minimum, maximum, and average tenure of the employees to be assigned to work on the proposed contract with the City.
- B.6 Provide a brief description of the firm's litigation and contract history, including:
- Conviction or indictment of the firm or any officer of the firm within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.
  - Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
  - Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
  - Termination of a contract for convenience or for cause.
- B.7 Identify any subcontractors, if any, by company name, address, contact person, telephone number, and assigned role under the proposed contract with the City. Describe the firm's experience working with each subcontractor identified, if any.

#### **SECTION C: STAFF QUALIFICATIONS (20 POINTS)**

- C.1 List the name and qualifications of the Supervisor that will be assigned to the proposed contract with the City. Provide a resume.
- C.2 Identify the prior contracts, and with what contracting agency, the proposed Supervisor has previously completed. Explain the Supervisor's current availability to be assigned as the Supervisor of the proposed contract with the City.
- C.3 List the names and qualifications of all employees that will be assigned as janitors to the proposed contract with the City.

#### **SECTION D: COST PROPOSAL (30 POINTS)**

The firm shall identify its daily and weekly number of hours to clean and Monthly Cost on the Proposal Pricing Form included as **Attachment 2**. The hourly rates identified will be considered "all-inclusive", including the firm's costs for all labor, vehicles, equipment, materials, supplies, tools, services, and special skills required to perform the requested services. **Costs identified on the Pricing Proposal Form shall include all costs including overtime, holiday pay, or special pay rates, supplies, equipment and materials necessary to complete the requested services. The City will not pay any other rates than those identified on the Pricing Proposal Form. Alternative, qualified or conditional cost proposals will be rejected.**

**7. PROPOSAL CONTENTS:** Firms are required to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8-1/2 X 11 format, may be no more than a total of forty (40) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. (A minimum font size of 10 points must be used). **NOTE:** Dividers, attachments included in this RFP to be

submitted with the proposal, and Addenda acknowledgments do NOT count toward the 40 page limit.

**The Proposal shall be provided in both PDF format and MS Word for Windows format. The Work proposal files shall be named beginning with your Firms Name; then "Proposal - RFP #21-047, REQUESTS FOR PROPOSALS FOR JANITORIAL SERVICES". Proposals not meeting the above criteria may be rejected as non-responsive.**

The Proposal shall be submitted with the following content:

- **TAB 1 - Proposal Letter** - The Proposal Letter, Completed Signature authorization and Addenda Acknowledgment (included as **Attachment A**) must be signed by a person or persons authorized to legally bind the firm to the proposed contract with the City. The firm shall sign and certify the required Debarment and Suspension Certificate (included as **Attachment B**), and include with Tab 1.
- **TAB 2 - Approach and Understanding** - This section of the firm's Proposal should demonstrate to the City the firm's approach to delivering the requested services, and why the firm's approach is the most effective of any other firm. The firm shall include responses to all of the evaluation criteria outlined in Section A of the Evaluation Criteria.
- **TAB 3 - Qualifications of Firm** - This section of the firm's Proposal should establish that the firm has the ability to satisfactorily perform and deliver the requested services; that the firm has the requisite previous experience on similar assignments; and that the firm has the stability and professional standing required to deliver the requested services. The firm shall include responses to all of the evaluation criteria outlined in Section B of the Evaluation Criteria. The firm shall complete the required Company General Information Form (included as **Attachment C**), and include with Tab 3. The firm shall complete and sign the required Disclosures required by persons or entities contracting with the City of Rialto (included as **Attachment D**), and include with Tab 3.
- **TAB 4 - Qualifications of Personnel** - This section of the firm's Proposal should establish that the individuals to be assigned to participate on the proposed contract with the City have has the ability to satisfactorily perform and deliver the requested services; that the individuals have the requisite previous experience on similar assignments; and that the individuals have the stability and professional standing required to deliver the requested services. The firm shall include responses to all of the evaluation criteria outlined in Section C of the Evaluation Criteria.
- **TAB 5 - Cost Proposal** - This section of the firm's Proposal includes the firm's Cost Proposal. The firm shall ensure the Proposal Pricing Form included as **Attachment 2** is completed.

**DEADLINE FOR SUBMISSION OF PROPOSALS:** All proposals must be received via email only at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov) by **2:00 P.M., Tuesday, June 1, 2021**. The receiving time of the email will be the governing time for acceptability of Proposals. Telegraphic



and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be considered as non-responsive. The Public Works Department is not responsible for issues due to file size limitations.

**QUESTIONS:** Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted electronically via the Q&A tab of the RFP Project found in the City of Rialto Vendor Portal.** The Vendor Portal can be accessed via the internet at [www.yourrialto.com](http://www.yourrialto.com) (from the main page look for the “City Hall” drop down menu and select “Departments”; then select “Finance Department”, then near the middle of the page select “Purchasing Division”; then select “Vendor Portal/Vendor Registration”. Once you are redirected to the “City of Rialto Vendor Portal,” on the planetbids.com website select “Parking Meters” project, select the Q&A tab and submit your question(s).

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is Tuesday May 25, 2021, 2:00 P.M.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Public Works Department will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**REJECTION OF PROPOSALS:** Proposers are advised that the RFP identifies minimum qualifications required of janitorial firms responding to the RFP. Proposers are further advised that an alternative Pricing Proposal Form, qualifications of hourly rates identified on the Pricing Proposal Form, or conditions attached to a Pricing Proposal Form are prohibited and shall cause the Proposal to be rejected. The Public Works Director/City Engineer, in consultation with the City Administrator, shall review all proposals submitted in response to the RFP to determine if the minimum qualifications are satisfied, and if the required Pricing Proposal Form has been completed as required, without alternative, qualified or conditional proposals included. **Any Proposal that fails to meet the minimum qualifications and/or includes an alternative, qualified or conditional Pricing Proposal Form, will be rejected, and the determination of the City Administrator shall be final.**

**REJECTION OF SUPPLEMENTAL INFORMATION:** Proposers are advised that no additional or supplemental information shall be submitted to, nor will be accepted by, the City after the deadline for submission of proposals.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the standard Contract Services Agreement (see **Attachment 3**). Requested changes to

the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

**AWARD OF CONTRACT:** It is the City's intent to award a contract to the most qualified firm that can provide all of the services identified in the RFP document in the most cost-effective manner. ***However, the City reserves the right to award a contract to multiple firms or to a single firm, or to make no award, whichever is in the best interest of the City.*** It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the Evaluation Committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

**RESPONSIBILITY OF PROPOSER:** All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

**PUBLIC RECORD:** All documents submitted in response to this solicitation will become the property of the City of Rialto and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

**COST RELATED TO PROPOSAL PREPARATION:** The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations". In addition, the selected firm will be required to pay a City Business Tax at the Professional Services rate as well as Administrative and State Fees. Prior to the execution of the agreement, the selected firm shall pay these licensing fees based off of the Professional Services rate found using the following link:

<https://www.yourrialto.com/city-hall/departments/development-services-department/business-licensing-division/business-license-rate-code-descriptions/>

**PROPOSAL INFORMALITIES OR DEFECTS:** The City of Rialto reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new RFP's, as best serves the interests of the City.

**INVESTIGATIONS:** The City reserves the right to make such investigations as it deems

necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

**SIGNED PROPOSAL AND EXCEPTIONS:** Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the requirements contained in the RFP documents will not be accepted.** Exceptions to the City's standard Agreement terms and conditions, including insurance requirements, may be considered in the evaluation process; however, the City makes no guarantee that any such exceptions will be approved. Any exceptions to the standard Agreement must be identified in the submitted Proposal.

**REQUEST FOR PROPOSALS (RFP) 21-047  
JANITORIAL SERVICES**

**ATTACHMENT“A”**

**\*NOTE: THE FOLLOWING FORM MUST BE COMPLETED AND INCLUDED IN THE  
PROPOSAL”\***

## PROPOSAL LETTER

**PROPOSAL TO:           CITY OF RIALTO, CALIFORNIA**

The undersigned firm proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City in the form included in the Request for Proposals ("RFP") Documents, to perform the requested services (the "Work") as specified or indicated in said RFP Documents entitled:

### **REQUEST FOR PROPOSALS (RFP) #21-047 JANITORIAL SERVICES**

The undersigned firm accepts all of the terms and conditions of the RFP Documents. This Proposal will remain open for 120 calendar days from the due date for Proposals, and the undersigned firm will enter into an Agreement within the time and in the manner required in the RFP Documents.

The undersigned firm has examined copies of all the RFP Documents, including the following Addenda (receipt of which is hereby acknowledged):

Number	_____	Date	_____
Number	_____	Date	_____
Number	_____	Date	_____
Number	_____	Date	_____

The undersigned firm has familiarized itself with the nature and extent of the RFP Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as the undersigned firm deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned firm confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

To all the foregoing, the undersigned firm further agrees to complete the Work required under the RFP Documents, and to accept in full payment therefor the hourly rates identified in the Proposal Pricing Form submitted herewith.

**SPECIAL ACKNOWLEDGEMENT:** The hourly rates identified in the Proposal Pricing Form identify and commit the undersigned firm to a "Firm Fixed Price" cost, and all other incidental or additional costs required to complete the Work as identified in the RFP Documents. The hourly rates are inclusive of all other costs, (including overtime, holiday pay, or special pay), including payment for all materials, supplies, labor, vehicles, equipment and ancillary costs required to complete the Work.

Dated: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

#### **LENGTH OF CONTRACT**

In submitting a Proposal hereunder, the firm acknowledges the following:

The Initial Contract Period shall be effective on July 1, 2021, through June 30, 2022. The Contract Period may be extended by the City for up to four (4) consecutive one (1) year optional renewal periods under the terms and conditions of the original contract. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increasing during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised." Option years shall become effective only upon issuance by the City of a duly executed Contract Amendment.

The City retains the right to exercise option year renewals at its sole discretion. Option year one, if exercised, shall be effective July 1, 2022, through June 30, 2023. Option year two, if exercised, shall be effective July 1, 2023, through June 30, 2024. Option year three, if exercised, shall be effective July 1, 2024, through June 30, 2025. Option year four, if exercised, shall be effective July 1, 2025, through June 30, 2026.

**REQUESTS FOR PROPOSALS (RFP) #21-047  
JANITORIAL SERVICES**

**ATTACHMENT“B”**

**\*NOTE: THE FOLLOWING FORM MUST BE COMPLETED AND INCLUDED IN THE PROPOSAL”\***

**REQUESTS FOR PROPOSALS (RFP) #21-047  
JANITORIAL SERVICES**

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Firm, 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, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, 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.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Firm Name: \_\_\_\_\_

(Date)

(Signature)

(Name & Title)



**ATTACHMENT“C”**

**\*NOTE: THE FOLLOWING FORM MUST BE COMPLETED AND INCLUDED IN THE PROPOSAL’\*’**

### Company General Information

The Firm shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- (4) E-Mail: \_\_\_\_\_
- (5) Type of Firm: (Check all that apply)  
\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Minority Business Enterprise (MBE) \_\_\_\_\_ Women Business Enterprise (WBE)  
\_\_\_\_\_ Small Disadvantaged Business (SDB) \_\_\_\_\_ Veteran Owned Business  
\_\_\_\_\_ Disabled Veteran Owned Business \_\_\_\_\_ Other
- (6) Business License: \_\_\_\_\_ Yes \_\_\_\_\_ No License Number: \_\_\_\_\_
- (7) Tax Identification Number: \_\_\_\_\_
- (8) Contractors License: State: License No. : \_\_\_\_\_ Classification(s) \_\_\_\_\_
- (9) Names and Titles of all corporate officers of the Firm:
- (10) Year Incorporated: \_\_\_\_\_
- (11) State Incorporated In \_\_\_\_\_
- (12) Number of years as Janitorial Services provider ("Janitorial Firm"):

**REQUESTS FOR PROPOSALS (RFP) #21-047  
JANITORIAL SERVICES**

**ATTACHMENT "1"  
TECHNICAL REQUIREMENTS  
(SCOPE OF WORK)**

ATTACHMENT "1"  
CITY OF RIALTO  
**CITYWIDE JANITORIAL SERVICES**  
SPECIFIC PERFORMANCE REQUIREMENTS AND PROVISIONS

**1. SCHEDULES**

- a. **WEEKLY SCHEDULE** - The Contractor shall submit a written weekly schedule per the scope of work for approval by the City that indicates the days of the week and time frames (the hours between which the items of work shall be scheduled to be completed) when items of work shall be accomplished per the performance requirements. The time frames must not vary from the actual performance by more than one (1) hour for security reasons. Schedules shall be in a Monday through Sunday format, and shall commence on each Monday.
- b. **MONTHLY SCHEDULE** - In the event that certain items of work shall be accomplished on a monthly basis instead of a weekly basis, the Contractor shall submit a written schedule no later than the 20<sup>th</sup> of each month for the following month (i.e., by April 20<sup>th</sup> for the month of May.) Said schedule shall indicate the date each monthly item of work shall be accomplished and the time frames.
- c. If the performance will vary from the schedule, the Contractor shall submit revised schedules when actual performance will differ substantially from planned performance. The revised schedule shall be submitted to the City in writing no less than ten (10) calendar days prior to the effective date of the new schedule.
- d. All schedules and revisions shall be approved in writing by the Public Works Superintendent or his designated representative prior to implementation. In the event that the Public Works Superintendent does not approve the schedule change, the Contractor shall be required to adhere to that schedule currently in effect until such time that both parties may meet and agree upon a revised schedule. Said revised schedule shall be submitted in writing as set forth in paragraph 1.a, above.
- e. The Contractor shall meet all scheduled days of service and time frames as submitted and approved by the City. It is the Contractor's responsibility to meet the schedule without further direction from the City.
- f. Failure to notify of a change of schedule or implementation of a schedule not approved in writing by the City prior to implementation may result in deduction of payment for that date or week in which the actual schedule did not meet the approved schedule and time frame.
- g. **HOLIDAYS** - The Contractor shall adjust its schedule as necessary to comply with the agreement compensating for all holidays. Holidays shall include the following: New Year's Day, Martin Luther King Holiday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. In addition, the City may declare additional holiday closures including the annual winter closure. During winter closure, some of the city offices shall be closed while others shall remain operational. Winter closure generally occurs prior to

December 24<sup>th</sup> and may last until January 2<sup>nd</sup> or the first business day after New Year's Day.

**2. PERFORMANCE BOND**

- a. The Contractor shall provide a Faithful Performance Bonds that shall be filed with the City before the Contract is executed by the City. In lieu of the Performance Bond as referenced above, the Contractor may deposit with the City a cash amount equal to \$5,000.00 or five percent (5%) of the total amount bid for the first year's maintenance, whichever is greater. The amount so deposited shall be retained by the City of Rialto and will be returned to the Contractor upon completion of the term of the contract. There will be no interest paid to the Contractor on the amount so deposited.

**3. DAMAGE REPAIR**

- a. Contractor shall immediately notify the City of any damage noted to a City facility regardless of whether caused by the Contractor or other external circumstances. The contractor shall photograph and prepare a written email explaining the damage and what causes, if known. This report shall be forwarded to the Public Works Superintendent or their designee at completion of shift.
- b. If the damage is significant and poses an immediate threat to the health, safety or welfare of either the Contractor's staff, City employees or the general public, the contractor shall immediately notify the Public Works Superintendent or their designee via telephone call, followed by an email to the designated City staff. Contractor shall take appropriate actions to limit access to the damaged areas by use of caution tape, barricades or safety cones and shall follow any other directions provided by City staff as necessary to minimize additional damage or injury. If so directed, the Contractor shall remain at the location of the damage until such time as the Public Works Superintendent or their designee arrives at the location and assumes responsibility.
- c. All damage incurred to existing City facilities and/or property by the Contractor's operations shall be repaired or replaced at the Contractor's expense.
- d. All damage incurred to existing facilities and improvements by external circumstances as set forth in the Service Agreement, including but not limited to Acts of God shall be repaired or replaced by the Contractor, at the City's expense, subject to the submission of a written estimate, including samples of any materials, wall or floor coverings and other items as requested by the Public Works Superintendent.
- e. The City shall promptly notify the Contractor in writing of any damage that may be caused by Contractor's operations, including submission of photographs.
- f. The Contractor and the Public Works Superintendent or their designee shall meet promptly after notification to the Contractor to jointly inspect the damage and determine the necessary repairs and length of time to complete repairs.
- g. All repairs shall be completed in the agreed to time frame. Failure by the Contractor to make timely repairs of damage shall be grounds for the City to arrange to complete repairs at City's cost, and to deduct those costs from the Contractor's monthly invoice.

#### **4. INSPECTIONS**

- a. The Contractor shall be responsible for conducting daily inspections of all items of work in order to ensure that all work was completed according to the standards set forth in this Agreement as well as the Contractor's own internal business standards.
- b. The Contractor shall designate an employee who shall be responsible for conducting daily inspections of all work performed by the Contractor's staff upon completion. Said inspections shall be documented in a manner as agreed to by the City and Contractor, and may include written or electronic inspection forms which the Contractor's representative shall complete and send to the Public Works Superintendent or their designee(s) after completion of each scheduled day of items of work. Any item of work which is noted as being completed on the inspection forms and which is subsequently determined to not have been completed by the Contractor shall result in a deduction for that day's items of work for that Facility.
- c. The Contractor shall be available to meet weekly with the Public Works Superintendent or his designated representative to review the Contractor's schedules and performance, resolve problems, and perform field inspections as required.

#### **5. EXTRA WORK**

- a. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part and subject to each and all of its terms and requirements of the agreement.
- b. It is agreed that the Contractor shall perform all extra work under the direction of the Public Works Superintendent or his designee, when so ordered by the Public Works Superintendent or his designee or Agency. It is further agreed that the compensation to be paid to the Contractor for performing extra work shall be determined in advance by the Public Works Superintendent or his designee, according to one of the following methods:
  - i. Method "A": By agreed unit prices of this contract; **or**
  - ii. Method "B": By agreed lump sum; **or**
  - iii. Method "C": By agreed unit prices of this Contract, and by agreed lump sum and/or by agreed unit prices for that portion of work which has no agreed unit prices in this Contract; **or**
  - iv. Method "D": By competitive proposal option.
- c. Labor costs shall not exceed the contracted hourly rate based on the average number of hours and base price per facility as set forth in Contractor's bid document.
- d. Extra work will not be initiated without written authorization from the Public Works Superintendent or designee in the form of a work order specifying the extra work to be performed and the compensation method to be used. The method and/or procedure for said extra work written order shall be as determined by the Public Works Superintendent or his designee. Extra work may include, but not be limited to: repairs or replacement due to vandalism, accidents, or Acts of God.

## **6. SERVICE FAILURE/DEFICIENT PERFORMANCE/LIQUIDATED DAMAGES**

- a. Schedule Deficiencies
  - i. Failure of the Contractor to adhere to schedules will result in damages to the City for the additional cost incurred from the inspection, administration, and/or resolution of complaints by the public or City employees.
    - 1. Such incurred costs may be deducted from the Contractor's monthly payment.
    - 2. In the event that the Contractor fails to adhere to the service schedule, or fails to perform all the required service and repairs, the City may enact the liquidated damages provisions for each system and for each occurrence.
- b. Performance Deficiencies - Failure by the Contractor to meet the minimum standards set forth in the Service Agreement and this Performance Requirement will result in damages to the City for the additional cost incurred from the inspection, administration, and/or resolution of complaints by the public or City employees.
- c. Since it is not practical for the City to establish a liquidated damage for each and every schedule and performance deficiencies, the City and Contractor hereby agree that the minimum amount of damage shall be \$50.00 per documented service failure or deficient performance.
- d. A total of more than three (3) documented service failure or deficient performances per month may be grounds for additional administrative action by the City, up to and including termination of the contract for cause. This shall be in addition to any remedies available to the City as set forth in Paragraph 7 below.

## **7. PAYMENTS WITHHELD**

- a. The City may withhold entire or partial payment for reasons as follows:
  - i. Work required in the specifications which is defective, incomplete, or not performed.
  - ii. Claims filed or reasonable evidence indicating probable filing of claims.
  - iii. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor.
  - iv. A reasonable doubt that the contract cannot be completed for the remaining balance.
  - v. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the City which is/are incomplete or not performed.

## **8. PERFORMANCE DEFICIENCIES**

- a. Failure of the Contractor to provide services per Agreement specifications shall give the City the right to deliver the services by other means for said deficiencies and bill the incumbent Contractor for the incurred costs including administrative costs equaling 20% of incurred costs.
- b. Upon notification of service failure, the Contractor will have twelve (12) hours from the time of notification to rectify the problem(s). Failure to do so will invoke this clause.

- c. The Contractor shall be notified in writing either by a phone call, email or letter each time its performance is unsatisfactory and corrective action is necessary.
- d. If deficiencies continue to occur, notice to terminate this Agreement may be given to the Contractor by the City thirty (30) days prior to termination.

**9. SUPERVISION**

- a. Contractor shall provide supervisor(s) who communicate effectively both in written and oral English. The supervisor or supervisors selected by the Contractor shall have full authority to make decisions and act on behalf of the Contractor on all matters that do not alter the contract.
- b. Any order or communication given to these supervisor(s) shall be deemed as delivered to the Contractor.

**10. COMMUNICATION/EMERGENCY RESPONSE**

- a. Contractor shall respond to the City's request regarding any malfunctions or service requests.
- b. In the case of emergencies or the need for additional (special) work (at the direction of the City), the Contractor shall provide personnel within a quick and reasonable response time upon notification.

**11. WORKING HOURS AND CONTACT PHONE NUMBERS**

- a. When work is performed at the Contractor's discretion on weekends and/or holidays and requires verification and inspection by the Public Works Superintendent or his designee, the Contractor will be billed for the City employee's time, expenses, and costs.
- b. The Contractor will have staff available for phone contact (not an answering machine), Monday through Friday, between 7:00 AM and 6:00 PM to respond to call-outs, questions, and verification of schedules. Contractor shall provide an after-hours emergency phone number to the City and respond to any message left within two-hours from the message.
- c. Any change to any phone number shall be forwarded to the City no more than 24-hours prior to the new phone number being in service.

**12. DISPOSAL**

- a. The Contractor shall dispose of all trash and other debris from operations as work progress. Trash shall be disposed of in the proper bins or dumpsters.

**13. CONTRACTOR PERSONNEL AND EQUIPMENT**

- a. No personnel shall be employed on any items of work under these specifications that is found to be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the Public Works Superintendent or his designee, shall be discharged or removed from work on City jobs immediately.
- b. Contractor personnel assigned to the City of Rialto must pass the Department of Justice (DOJ) background check and/or records check(s) prior to being assigned to the City. The Contractor will not assign any staff person to work in



- the City without written permission. Failure to pass the DOJ background check also constitutes grounds for the immediate discharge or removal from City assignments.
- c. All contractor personnel shall wear uniform shirts with the company name or logo printed on them, company identification badges with their name, photographs, and the company name at all times while on City property.
  - d. The City shall provide the Contractor's staff with security badges and keys to access the applicable City facilities. Security badges and keys remain the property of the City and must be surrendered upon the City's request, termination of the contract, or at the end of the staff person's employment with the Contractor. All City security badges and keys must be in the possession of the Contractor staff at all times that the Contractor's staff is present on City facilities. Badges and keys must be in the possession of the employee for which the badge is issued at all times. Security badges and keys shall not be loaned, shared or otherwise not properly controlled. Failure to maintain security badge or key control by Contractor's staff shall be grounds for immediate removal of the employee from City premises by the City, and may be grounds for termination of the Contract.
  - e. Each of the Contractor's staff members and the Contractor shall be responsible for the safekeeping of their City-issued security badge and keys. Any lost or missing badge or keys will result in a "lost badge" or "lost key" fee equal to the fee that would be charged to any City employee for the same situation or equal to costs to re-key every facility the keys were lost for.
  - f. The contractor shall provide to the Public Works Superintendent or designee a written list of its assigned employees, their work sites, and schedules applicable to this contract. This list shall be maintained and updated as necessary by the Contractor, and submitted to the Public Works Superintendent or their designee no later than 8:00 A.M. of the city working day before the said schedule change shall go into effect for that day's work schedule. Failure to do so may result in Contractor staff being detained by the City's security personal, or Police, for being on City property without the proper authorization.
  - g. The Contractor and the Contractor's staff shall abide by the City's Security policy and procedures. The Contractor shall require each assigned Contractor staff member to sign a form that indicates that they have received a copy of the City's Security Policy and Procedure. Contractor shall maintain signed forms at Contractor's place of business.
  - h. Contractor will comply with the provisions of the Immigration Reform and Control Act of 1986, Public Law 99-603. Contractor shall be responsible for maintaining all required documentation under this section at their principal place of business.
  - i. Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Department of Industrial Relations, and any other applicable governmental law or City risk management standard. Contractor shall be responsible for maintaining all required documentation under this section at their principal place of business.

**14. WET FLOOR CAUTION SIGNS**

- a. The contractor shall place and display caution signs when cleaning floors in an area where people other than contractor personnel are or will be present before the floors are dry.

**15. CITY FURNISHED FACILITIES**

- a. The City shall provide a designated storage closet or facility to the Contractor for the purpose of storing equipment and supplies of the Contractor at each facility. Contractor shall maintain all storage facilities and storage closets furnished by the City for storage of cleaning supplies/equipment, in a clean, neat and sanitary condition at all times.
- b. Contractor shall be provided a master key or other security device to allow access to the Contractor's designated storage facility or closet. The Public Works Superintendent or his designee shall retain a key and shall have access to conduct inspections as necessary.

**16. SUPPLIES**

- a. The Contractor shall supply all necessary consumables that include, but may not be limited to: toilet paper, urinal cakes, toilet seat covers, paper towels and hand soap. The Contractor shall maintain adequate supplies on site, in the areas provided for the Contractor by the City, for each building serviced. Adequate supplies is defined by the City as an amount sufficient to meet the normal product and supply demands or needs of each building for at least four (4) business days.
- b. In the event of a shortage of these products during business hours, the Public Works Superintendent or their designee will have access to said supplies to replenish consumables in any given area. Contractor shall maintain an inventory form in each storage facility or closet which may be used by the Public Works staff to document any supplies removed by the City.
- c. All supplies to be furnished must be approved by the Public Works Superintendent prior to use.
- d. In some instances, the City may request that alternate cleaning products be utilized at a specific facility. In the event this should occur, any product substitution must be approved by the Public Works Superintendent or designee prior to use.

**17. SPECIFIC FACILITY REQUIREMENTS**

- a. Any unique floor or wall coverings used in any City facility shall be cleaned according to the manufacturer's specification. A copy of said specification shall be provided to the Contractor and reviewed as necessary or as installed.
- b. The Johnson Center Gym floor shall be cleaned in accordance with the specification care and maintenance of hardwood surfaces.
- c. All Facilities: Turn off lights with the exception of those designated to be left on overnight.
- d. All Facilities: Secure all designated interior and all exterior doors and windows upon completion of work
- e. All Facilities: Lock all entrance/exit doors, secure any windows, and reset alarm

- systems.
- f. All Facilities: Report by email or phone any building/facility maintenance or repair items noted during cleaning rounds such as burned out lights, noted damage or leaking faucets to the Public Works Superintendent or designee.
  - g. All Facilities: All carpets in each building or facility shall be routinely cleaned at least once per contract year. Additional carpet cleaning shall be at the direction of the City. Contractor shall coordinate carpet cleaning schedule with the Public Works Superintendent or their designee in order to minimize disruption of city operations and in such a manner to allow for adequate time for drying. Carpets shall be cleaned in such a manner to ensure removal of spots, dirt and staining to the maximum extent practical using state of the art cleaning equipment using wet and heat cleaning processes. Spot cleaning of dirty areas shall be performed as directed by the City at a greater frequency based on need.
  - h. Hard Surface Floors shall be cleaned as appropriate. Waxed floors shall be stripped and rewaxed per direction of staff, based on type of materials.

## **18. QUALITY STANDARDS**

- a. All daily items of work are minimum requirements. All items of work to be performed shall be performed as frequently as specified and as needed to maintain a clean condition. Tasks that are designated "Daily" are to be performed during each scheduled day of service during the time frame established.
- b. General Standards: The achievement of the desired standard of cleanliness will result in an almost absence of visible soil which is found as a result of routine inspection. For purposes of definition, absence of visible soil shall be as follows:
  - i. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges furniture and equipment.
  - ii. Absence of litter and trash on floor and horizontal surfaces.
  - iii. Absence of finger marks, spots and soil build-up on floors, particularly in corners, along baseboards, around door jambs and around furniture and equipment legs and bases.
  - iv. Absence of soil, scale and stains on restroom fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls mirrors, ledges and drinking fountains.
  - v. Absence of soil, stain, and scale on restroom floors and baseboards. Tile and grout maintained free of stain and build-up.
  - vi. Absence of dust, lint and litter on upholstered furniture.
  - vii. Absence of soil, litter, dust and encrustations on furniture and equipment surfaces and legs.
  - viii. Absence of soil, litter, dust and encrustations in urns, wastebaskets and trash containers.
  - ix. Absence of marks, spots, stains and streaks on glass and mirrors.
  - x. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
  - xi. Absence of other visible soil and cobwebs on horizontal surface, including ceilings.

- xii. Absence of trash in building.
  - xiii. Absence of soil, litter and debris on all carpets, mats and floors.
- c. Solid waste collection: All solid waste in the building shall be collected and removed to designated disposal areas.
- d. Wet Mopping: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use in restrooms and before use in any other areas.
- e. Spot cleaning: Smudges, marks or spots shall be removed without causing discoloration of the surface.
- f. Dusting: Corners, crevices, moldings and ledges shall be free of dirt, debris and dust. Furniture will be dusted around computers.
- g. When necessary for the Contractor to move furniture and furnishings, it will be done with extreme care and furniture returned to the original position.
- h. Custodian's closet: Closets shall be maintained in a clean, orderly and safe condition at all times.
- i. Contractor's equipment: Contractor's equipment shall be stored only in areas designed by the City. Equipment shall be stored in a clean, orderly and safe condition.
- j. Materials and equipment: The Contractor shall use cleaning products and equipment which are effective and safe for fixtures, furnishings and finishes in their particular applications. The City may require the Contractor to select an alternative cleaning product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings or finishes in the use being made of it. Cleaning products should be in clearly marked containers.
- k. Level of care: Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings or fixtures. The Contractor shall restore to good condition any items damaged from lack of care by the Contractor's employees.
- l. Clean Restrooms. The Contractor shall perform the following tasks to ensure restroom facilities are clean and sanitary:
  - i. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash. Clean wastebaskets with a disinfectant cleaner as needed
  - ii. Sweep floor and damp mop floor with germicide cleaner
  - iii. Clean mirrors, metal fixtures, shelves, and dispensers
  - iv. Clean urinals, toilets, and basins with germicidal cleaner, descale and replace urinal cakes when necessary
  - v. Restock toilet tissue, paper towels, toilet seat covers and soap dispensers
  - vi. Damp wipe entrance doors, remove smudge marks, clean hardware, and ventilation louvers
  - vii. Spot clean walls, partitions, and ceiling
  - viii. Dust all horizontal surfaces
  - ix. Clean tile areas in restrooms including removal of all soap deposits
  - x. Pour clean water down floor drains to prevent sewer gases from escaping

**EXHIBIT A**  
**CITY OF RIALTO**  
**CITYWIDE JANITORIAL SERVICES**  
**SPECIFIC TASKS PER FACILITY**

**Task Lists**

**City Hall Offices and Council Chamber**

**Daily - Five (5) times a week**

***Monday, Tuesday, Wednesday, Thursday and Friday***

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash.  
Clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Clean restrooms including mirrors and countertops.

**Weekly**

1. Dust desks, chairs, windowsills, and all other office furniture
2. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
3. Dust ledges and low moldings and mini-blinds
4. Dust or clean silk plants
5. Spot clean doors and door frames to remove finger marks and stains
6. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
7. Clean all exterior ashtrays and sand urns
8. Clean all entry area windows and doors (interior and exterior)

**Task List (General Offices)**

The facilities listed below shall be cleaned on a daily basis, five (5) days per week (Monday, Tuesday, Wednesday, Thursday and Friday).

- A. Civic Center North Building – Community Development Offices
- B. Civic Center South Building - Finance, Treasurer and ITS Offices
- C. Civic Center West Annex - City Clerk Office
- D. Resource Center
- E. Fire Administration (located on the north side of Fire Station 201 and includes

Administration Offices, Training Room/Conference Room, Lower Level Offices and Break Room, Emergency Medical Services Coordinator's Office, and the Captains' Office)

- F. Human Resources/Maintenance & Operations Offices
- G. Public Works Administration and Engineering
- H. Purchasing (Offices Only)
- I. Fleet Services Garage (Offices Only)

**Daily - Five (5) times a week**

***Monday, Tuesday, Wednesday, Thursday and Friday***

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Clean restrooms including mirrors and countertops.

**Weekly**

1. Dust desks, chairs, windowsills, and all other office furniture
2. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
3. Dust ledges and low moldings and mini-blinds
4. Spot clean doors and door frames to remove finger marks and stains
5. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
6. Clean all entry area windows (interior and exterior)

**Task List (Civic Center North Annex - Rialto Network)**

Due to specialized equipment housed in this facility, all cleaners and cleaning processes used in this building MUST be static free. Special care shall be taken around equipment in this facility.

**Daily - Five (5) times a week - Monday, Tuesday, Wednesday, Thursday and Friday**

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean restrooms including mirrors and countertops.

**Weekly**

1. Dust desks, chairs, windowsills, and all other office furniture
2. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
3. Dust ledges and low moldings and mini-blinds
4. Spot clean doors and door frames to remove finger marks and stains
5. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
6. Clean all entry area windows and doors (interior and exterior)

**Fire Stations**

The following task list applies to the Fire Station crew quarters (day room/lounge, dormitories, dining, and kitchen areas) at Fire Stations 201, 202, 203, 204 and 205. Due to the operational hours for these facilities, any work performed in these facilities must be done between the hours of 8:00 AM and 9:00 PM unless approved by the Public Works Superintendent, or designee, in advance.

**Weekly*****Clean Community Meeting Rooms***

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Dust desks, chairs, windowsills, and all other office furniture
5. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
6. Dust ledges and low moldings and mini-blinds
7. Spot clean doors and door frames to remove finger marks and stains
8. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
9. Clean all entry area windows and doors (interior and exterior)
10. Clean restrooms including mirrors and countertops.

**Task List (Metrolink Depot)**

During inclement weather give particular attention to doorways and remove any tracking marks or excess moisture. Check the floor protection and mats to assure no moisture is trapped underneath. Immediately correct or bring to staff's attention all leaks or dampness within the building.

**Daily - Seven (7) days a week*****Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday***

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in building; vacuum any carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Spot clean any partitions, door frames and door glass
4. Spot clean doors, door frames, counters and around wall switches
5. Clean exterior of water coolers and clean public telephones
6. Clean restrooms including mirrors and countertops.

**Weekly**

1. Wipe down tables and chairs
2. Dust moldings, doors, window casings, corners, and ceilings
3. Clean doors, door frames, walls and woodwork to remove finger marks and stains on walls and around wall switches
4. Clean all entry area windows and doors (interior and exterior)

**Police Department**

General Police Department Facilities include Police Department Modules 1, 2 and 3 and are to be cleaned seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday).

On occasion the Contractor's day staff may be asked to do tasks related to janitorial services by the Department staff. This may be done in lieu of another task scheduled for the day of equal effort and /or time.

Due to the sensitive nature of the Department's operations, service to some areas are limited to once or twice a week and some areas may not be cleaned without Department supervision. Those areas are list separately below.

**Daily**

1. Empty all exterior trash cans and reline with recyclable plastic liners and dispose of trash.
2. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
3. Thoroughly clean all flooring in building, including front lobby, hallways and stairwells; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring including stairwells, throughout the building and return all furniture to their original positions
4. Wipe clean all handrails in stairwells.
5. Clean and dust fronts and tops of counters and display cases in Lobby area
6. Dust desks, chairs, windowsills, and all other office furniture



7. Dust moldings, doors, window casings, corners, and ceilings to remove cobwebs
8. Dust ledges and low moldings and mini-blinds
9. Spot clean doors and door frames to remove finger marks and stains
10. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
11. Holding cells and bench shall be mopped, bunk bed surface wiped down and toilets cleaned. Any paper products or supplies should be left with the jailer or on the shelf outside of the cell.
12. Interview Room shall be mopped, table and chairs wiped down.
13. Tables and chairs in all break rooms or kitchen areas shall be wiped clean, sink cleaned, trash emptied.

### **Weekly**

1. Empty exterior trash cans
2. Clean all exterior ashtrays and sand urns.
3. Clean all interior windows
4. Clean water coolers, including exteriors.
5. Completely dust or wipe clean desks, chairs, filing cabinets, and other office furniture.
6. Thoroughly clean front lobby including counters and door glass.
7. Clean all entry area windows and doors (interior and exterior)

### **Restrooms and Locker Rooms**

The restrooms in all offices shall be cleaned on a daily basis, seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday).

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Sweep floor and damp mop floor with germicide cleaner
3. Clean mirrors, metal fixtures, shelves, and dispensers
4. Clean urinals, toilets, and basins with germicidal cleaner, descale and replace urinal cakes when necessary
5. Clean showers - Thoroughly clean tile areas in restrooms and showers including removal of all soap deposits, hard water stains and mold.
6. Restock toilet tissue, paper towels, toilet seat covers and soap dispensers
7. Damp wipe entrance doors, remove smudge marks, clean hardware, and ventilation louvers
8. Spot clean walls, partitions, and ceiling
9. Dust all horizontal surfaces
10. Pour clean water down floor drains to prevent sewer gases from escaping

### **Police Department's Restricted Offices**

Restricted Offices are as follows:

1. Command Staff and Administration Offices

2. Professional Standards Office
3. SCAT and Detective Offices
4. Training and Personnel Offices
5. Administration Offices
6. Patrol Sergeants' Office
7. Records Office
8. Information Technology (I.T.) Office
9. Dispatch Supervisor's Office

Due to the sensitive nature of the Department's operations, service to these areas are limited to twice a week during the day and may not be cleaned without Department supervision.

### ***Twice Weekly***

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Dust desks, chairs, windowsills, and all other office furniture
4. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
5. Dust ledges and low moldings and mini-blinds
6. Spot clean doors and door frames to remove finger marks and stains
7. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches

### **The Police Department Annex**

Due to the sensitive nature of the Department's operations, service to this facility is limited to twice a week and some areas may not be cleaned without Department supervision. Services are limited to the conference room, office and Kitchen Areas only.

### ***Twice Weekly***

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Dust desks, chairs, windowsills, and all other office furniture
5. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
6. Dust ledges and low moldings and mini-blinds
7. Spot clean doors and door frames to remove finger marks and stains

8. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches.
9. Clean all entry area and front lobby windows and doors (interior and exterior)
10. Clean restrooms including mirrors and countertops.

### **The Senior Center**

The scope of work for the janitorial contractor will be limited to the following tasks seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday):

1. Mop all hard surface floors daily
2. Vacuum all carpeted surface floors daily
3. Empty all interior trash daily
4. Clean all restrooms daily
5. Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed
6. Dust all horizontal surfaces

### **The Community Center**

The scope of work for the janitorial contractor will be limited to the following tasks seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday):

1. Mop all hard surface floors daily
2. Vacuum all carpeted surface floors daily
3. Empty all interior trash daily
4. Clean all restrooms rooms daily
5. Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed
6. Empty all exterior trash

### **The Simonson Center (AKA Fitness Center)**

The scope of work for the janitorial contractor will be limited to the following tasks seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday):

1. Mop all hard surface floors daily
2. Vacuum all carpeted surface floors daily
3. Empty all interior trash daily
4. Clean all restrooms, showers and locker rooms daily
5. Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed

### **Childcare Sites**

The scope of work for the janitorial contractor will be limited to the following tasks five (5) days a week (Monday, Tuesday, Wednesday, Thursday, Friday):

1. Mop all hard surface floors daily

2. Vacuum all carpeted surface floors daily
3. Empty all interior trash daily
4. Clean all restrooms daily
5. Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed

**REQUESTS FOR PROPOSALS (RFP) #21-047  
JANITORIAL SERVICES**

**ATTACHMENT 2  
COST PROPOSAL  
(PROPOSAL PRICING FORM)**

Proposal Pricing Form - Page 1		
	Building	Monthly Price
1	Civic Center - City Hall/Council Chambers at 150 South Palm Avenue	\$
2	Civic Center, North Building - Development Services Office at 150 South Palm Avenue	\$
3	Civic Center, South Building - Finance and Treasurer's Office at 150 South Palm Avenue	\$
4	City Clerk's Office at 290 West Rialto Avenue	\$
5	Civic Center, North Annex - Rialto Network at 150 South Palm Avenue	\$
6	Public Works - Administration and Engineering at 335 West Rialto Avenue	\$
7	Human Resources and Maintenance/Operations Building at 246 South Willow Avenue	\$
8	Fleet Garage (Offices only) at 245 and 247 South Willow Avenue	\$
9	Purchasing Office at 249 South Willow Avenue	\$
10	ITS Building at 251 South Willow Avenue	\$
11	Fire Station 201 - Administration, Lower Level Offices/Rooms and Captains' Office at 131 South Willow Avenue. (Does not include Dormitory or Apparatus Bay.)	\$
12	Fire Station 202 at 1700 South Riverside Avenue	\$
13	Fire Station 203 at 1550 North Ayala Avenue	\$
14	Fire Station 204 at 3288 North Alder Avenue-Quarterly Service on Carpets and Floors for Crew Quarters and Weekly Service Community Rooms	\$
15	Fire Station 205 at 1485 South Willow Avenue	\$
16	Police Department, Main Station at 128 North Willow Avenue	\$
17	Police Department Modular #1 at 128 North Willow Avenue	\$

Proposal Pricing Form - Page 2		
	Building	Monthly Price
18	Police Department Modular #2 at 128 North Willow Avenue	\$
19	Police Department Modular #3 at 128 North Willow Avenue	\$
20	Police Department Annex at 429 West Rialto Avenue	\$
21	Resource Center at 141 South Riverside Avenue	\$
22	Metrolink Depot at 361 South Palm Avenue	\$
23	Senior Center at 1411 South Riverside Avenue	\$
24	Community Center at 214 North Palm Avenue	\$
25	Simonson Center (Fitness Center) at 1243 South Riverside Avenue	\$
26	Child Care Site (Preston Elementary) at 1750 North Willow Avenue	\$
27	Child Care Site (Highbanks Elementary School) at 2241 North Apple Avenue	
	<b>Cost Chart Monthly Total</b>	<b>\$</b>

**ATTACHMENT “3”  
SAMPLE SERVICES AGREEMENT**

**COPY OF CITY’S SAMPLE CONTRACT SERVICES AGREEMENT  
FOLLOWS THIS PAGE**



**SERVICES AGREEMENT**  
**BETWEEN THE CITY OF RIALTO AND**

**NAME OF VENDOR**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this **XX** day of **Month**, **Year** by and between the City of Rialto, a municipal corporation ("City"), and **Consultant**, a **State** corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has determined it is in the public's interest to contract for certain services which are necessary or convenient to the exercise of its powers.

B. City has sought, by issuance of Request for Proposal (RFP) for "Janitorial Services", RFP #21-047, the performance of the services defined and described particularly in Article 1 of this Agreement.

C. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, **Contractor** was selected by the City to perform those services.

D. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the selection of Contractor for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and

services contemplated herein. Contractor shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Contractor's Proposal.**

This Agreement shall include the Request for Proposal ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work. The Contract Documents shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, and/or this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.4 Licenses, Permits, Fees, and Assessments.**

Contractor shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

## **1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Contractor discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

## **1.6 Care of Work.**

Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

## **1.7 Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## **1.8 Further Responsibilities of Parties.**

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

## **1.9 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Contractor, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Contractor under this Agreement requires the submission of the actual costs of Contractor's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be

provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

#### **1.10 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “**Special Requirements**” attached hereto as **Exhibit “B”** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit “B”** and any other provisions of this Agreement, the provisions of **Exhibit “B”** shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “**Schedule of Compensation**” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for routine traffic signal maintenance and extraordinary repair services, shall not exceed **Contract Amount Written Out Dollars and Cents (\$XX,XXX.XX)**, the “Contract Sum”, unless additional compensation is approved pursuant to Section 1.9.

#### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

#### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

## **2.5 No Waiver.**

Review and payment by City to Contractor of any invoice for work performed by Contractor pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Contractor or of any rights or remedies provided herein or any applicable law.

# **ARTICLE 3. PERFORMANCE SCHEDULE**

## **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

## **3.2 Schedule of Performance**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the agreement.

## **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of

the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence on Date. Unless earlier terminated under the terms of this agreement, this agreement shall continue in full force and effect for one (1) year, until Date. At the sole discretion of the City of Rialto, upon written notice(s) to the Contractor, the term of this agreement may be extended for Number (X) additional one year (1) terms. Said notice shall be delivered prior to Date, for the final one (1) year extension, if granted. In no event shall the term of this Agreement extend beyond Date. (include if applicable)

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection there with: Contractor

Name  
(Name)

Title  
(Title)

Name  
(Name)

Title  
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such

performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Contractor, Contractor shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### **4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned,

conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance Coverages.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Contractor and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.



(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor

is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or

omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### **5.4 Sufficiency of Insurer or Surety.**

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

#### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the

estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no

obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

## **7.8 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **7.9 Attorneys' Fees.**

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

# **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

## **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

## **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid

or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Facilities and Equipment.**

Except as otherwise provided, Contractor shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Contractor only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to



computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

## **9.2 Payment of Taxes.**

Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

## **9.3 Notices.**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                      City of Rialto  
   150 S. Palm Ave.  
   Rialto, CA 92376  
   Attn: City Manager  
   Tel: (909) 820-2525  
   Fax: (909) 820-2527

With copy to:                Burke, Williams & Sorensen, LLP  
   1770 Iowa Avenue, Suite 240  
   Riverside, CA 92507  
   Attn: Eric S. Vail, City Attorney  
   Tel: (951) 788-0100  
   Fax: (951) 788-5785

If to Contractor:            Name, Vendor Name  
   Address  
   City, State & Zip  
   Tel: (XXX) XXX-XXXX  
   Fax: (XXX) XXX-XXXX

Either Party may change its address by notifying the other Party of the change of address in writing.

## **9.4 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of

the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **9.5 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **9.6 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **9.7 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Agreement as of the date first written above.

**CITY:**

**CITY OF RIALTO, a municipal corporation**

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**CONTRACTOR:**

**(COMPANY NAME)**

By: \_\_\_\_\_  
Signature

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Eric S. Vail, City Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**\*\*Two signatures are required if a corporation\*\***

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

## **EXHIBIT B**

### **SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

## EXHIBIT C

- I. Consultant shall perform the following tasks at the following rates:**

	RATE	TIME	SUB-BUDGET
--	------	------	------------

- |           |  |  |  |  |
|-----------|--|--|--|--|
| <b>A.</b> |  |  |  |  |
| <b>B.</b> |  |  |  |  |
| <b>C.</b> |  |  |  |  |
| <b>D.</b> |  |  |  |  |

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.**
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A.**
  - B.**
  - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**REQUEST FOR PROPOSALS (RFP) 21-047**

**JANITORIAL SERVICES**

**ATTACHMENT "D"**

**THE FOLLOWING FORM MUST BE INCLUDED IN THE PROPOSAL:  
DISCLOSURES REQUIRED BY PERSONS OR ENTITIES CONTRACTING WITH THE  
CITY OF RIALTO**





## CITY OF RIALTO

### DISCLOSURES REQUIRED BY PERSONS OR ENTITIES CONTRACTING WITH THE CITY OF RIALTO\*

Pursuant to City of Rialto Code of Ordinances Section 2.48.145, all persons or business entities supplying any goods or services to the city, or seeking a loan or grant awarded by the city, whether through an application or proposal, shall disclose in such application or proposal whether any city officer, employee, or consultant may have a financial or non-financial interest in the person or business entity, or in any member, employee, owner, or officer of the business entity.

- A financial interest shall mean any interest that is prohibited under state law, including California Government Code Sections 1090 and 87100, and California Code of Regulation Section 18700 *et seq.*
- A non-financial interest shall mean any interest that is prohibited by City of Rialto Code of Ordinances Section 2.48.140 (attached here).

For the purpose of helping the City understand whether City personnel might have a conflict of interest in you or your organization, please disclose below whether you or any of your members, employees, paid or unpaid officers, paid or unpaid directors, or owners are (or are related to) a City elected or appointed official, a City officer, or a City employee or consultant.

Name of Your Organization's Affected Member, Employee, Paid or Unpaid Officer, Paid or Unpaid Director, or Owner	Name of City Elected or Appointed Official, City Officer, a City Employee or Consultant	Relationship Between the Two	Nature of Financial or Non-Financial Interest

By submitting this [application/proposal], or supplying any goods or services to the City, the [applicant/vendor/contractor/consultant] hereby attests under penalty of perjury, personally and/or on behalf of the entity [submitting this application/proposal or supplying any goods or services to the City] that no City of Rialto elected or appointed official, employee or consultant has a financial or non-financial interest, as such terms are defined in California Government Code Sections 1090 and 87100 and in City of Rialto Code of Ordinances Section 2.48.145, in the [applicant/vendor/contractor/consultant], except as specifically disclosed herein.

Person/Entity: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Attach a copy of the Conflict of Interest and Disclosure Ordinances for reference.

**ORDINANCE NO. 1655**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST ORDINANCE (CITY OF RIALTO CODE OF ORDINANCES SECTION 2.48.140) AND CONFLICT OF INTEREST DISCLOSURE ORDINANCE (CITY OF RIALTO CODE OF ORDINANCES SECTION 2.48.145).**

**WHEREAS**, in June, 2019, a fiscal year-end audit identified conflict of interest concerns related to the City's federal program spending, and specifically with federal CDBG grants; and

**WHEREAS**, subsequent review of the City's conflict of interest ordinances and internal controls process identified several issues with these ordinances and processes; and

**WHEREAS**, Subsequent to the resolution of the initial conflict of interest, the federal Department of Housing and Urban Development (HUD) has requested that the City update and strengthen its conflict of interest ordinance and internal controls process, to avoid similar future conflicts of interest; and

**WHEREAS**, this proposed new conflict of interest ordinance will minimize the potential for future conflicts of interest in the award of City contracts and grants, and in particular, federal CDBG grants; and

**WHEREAS**, the substantive changes in this proposed new conflict of interest ordinance have been reviewed and approved by HUD.

**NOW, THEREFORE**, the City Council hereby finds, determines, and ordains as follows:

**SECTION 1.** The City Council hereby specifically finds that all the facts set forth in the recitals above of this Ordinance are true and correct and incorporated herein.

**SECTION 2.** Amendment of the City of Rialto's conflict of interest ordinances is necessary to bring the City's conflict of interest rules in line with best practices and would bring the City into compliance with HUD's request for additional conflict of interest regulations and controls.

**SECTION 3.** The City Council hereby deletes existing City of Rialto Code of Ordinances section 2.48.140 in its entirety, and replaces it with the following:

(a) No covered person shall participate in the making of a grant or contract by the city in which the covered person has a conflicting interest.

(b) For purposes of this prohibition, the following definitions shall apply:

(1) A "covered person" includes any person who holds an elected or appointed City office, a City officer, a City employee, and any person who is a consultant to the City.

(2) A "conflicting interest" includes, but is not limited to, those decisions where:

(A) A covered person holds or has held within the previous twelve months a position with a potential grant or contract recipient;

(B) A close relative of a covered person holds or has held within the previous twelve months a position with a grant or contract recipient;

(C) A close relative of the spouse or domestic partner of a covered person holds or has held within the previous twelve months a position with a grant or contract recipient.

(3) "Position" includes the status of a member, employee, owner, paid or unpaid officer of, paid or unpaid leadership position in, or had an ownership interest in, a grant or contract recipient.

(4) A "close relative" includes a spouse, parent, grandparent, child, grandchild, aunt, uncle, or cousin.

(5) "Participate in the making of a grant or contract" includes participation in: drafting a solicitation or contract; negotiating, voting on, approving, or executing a grant or contract; discussion of same with any city officer or employee; or attempts in any way to influence the making of a grant or contract.

(c) This prohibition shall not apply to a contract let by written competitive bid where the contract will be awarded to the person or entity who submits the lowest responsible and responsive bid.

(d) Except for the Mayor or a member of the City Council, a covered person may request a waiver of any potential conflict of interest in writing from the City Manager. Any request for such a waiver must include full disclosure of the potential conflict of interest and a statement detailing any mitigating factors. The request and the City Manager's response shall be provided to the City Council prior to any vote to approve the contract or grant, or if City Council approval is not required, at least five days before the contract or grant is approved. The request and the City Manager's response shall be considered a public record.

(e) The prohibitions in this section are in addition to any applicable federal or state conflict of interest laws, including but not limited to Government Code section 1090, and Government Code section 87100 *et seq.*

(f) Any person who violates this section is subject to the following:

(1) Public censure;

(2) If the conflict of interest was in the making of a contract, a prohibition from participation in the making of a contract by the city for a period of time up to twelve (12) months from the date of the imposition of the discipline;

(3) If the conflict of interest was in the making of a grant, a prohibition from participation in the making of a grant by the city for a period of time of up to twenty-four (24) months from the date of the imposition of the discipline;

(4) An administrative fine pursuant to Chapter 1.10 of this code.

(g) The discipline specified herein may be imposed:

(1) By the City Manager in the case of any employee or consultant who violates this section.

(2) By the City Council in the case of any person who holds an elected or appointed City office, or any City officer who violates this section.

**SECTION 4.** The City Council hereby deletes existing City of Rialto Code of Ordinances section 2.48.145 in its entirety, and replaces it with the following:

(a) All persons or business entities supplying any goods or services to the city, or seeking a loan or grant awarded by the city, whether through an application or proposal, shall disclose in such application or proposal whether any elected or appointed city official, city officer, employee, or consultant may have a financial or non-financial interest in the person or business entity, or in any member, employee, owner, or officer of the business entity.

1. For purposes of this prohibition, a financial interest shall mean any interest that is prohibited under state law, including California Government Code Sections 1090 and 87100, and California Code of Regulation Section 18700 *et seq.*

2. For purposes of this prohibition, a non-financial interest shall mean any interest that is prohibited by City of Rialto Code of Ordinances Section 2.48.140.

(b) In order to facilitate disclosure as required by this section, any such application or proposal to the City shall prominently include the following disclosure in any RFP or other solicitation document:

By submitting [this application/proposal], or supplying any goods or services to the city, the [applicant/vendor/contractor/consultant] hereby attests under penalty of perjury, personally and/or on behalf of the entity [submitting this application/proposal or supplying any goods or services to the city] that it/they have they no financial or non-financial interests, as such terms are defined in City of Rialto Code of Ordinances Section 2.48.145, concerning any City of Rialto elected or appointed official or employee, except as specifically disclosed herein.

**SECTION 5.** The Mayor shall sign the passage and adoption of the Ordinance and thereupon the same shall take effect and be in force.

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**PASSED, APPROVED, AND ADOPTED** this 9th day of February, 2021.



DEBORAH ROBERTSON, MAYOR

**ATTEST:**



BARBARA MCGEE, CITY CLERK

**APPROVED AS TO FORM:**



ERIC S. VAIL, INTERIM CITY ATTORNEY

Upon motion of Councilmember Trujillo, seconded by Councilmember Perez, the foregoing Ordinance No. 1655 was duly passed and adopted.

AYES: Mayor Robertson, Mayor Pro Tem Scott, Council Member Trujillo, Carrizales and Perez

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of  
the City of Rialto, this 10th day of February, 2021.

Barbara A. McGee, City Clerk