

FORM APPROVED COUNTY COUNSEL
BY: *G.P.P.*
DATE: 8/25/15

GREGORY P. PRAMOS

Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

915



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
8-20-2015

SUBJECT: Approval of Professional Service Agreement for Janitorial Services at County Service Area (CSA) sites; Districts 1,2,3, and 5; [\$298,291]; Community Parks and Centers Fund 25600; CEQA Exempt

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Professional Service Agreement for Janitorial Services is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3), and 15060(c)(2);
2. Approve the Professional Service Agreement for Janitorial Services between the Riverside County Regional Park and Open Space District (District) and Omni Enterprises Inc., for services at eleven (11) District managed sites for a one (1) year term with four 1-year options to renew upon satisfactory service for a not-to-exceed annual amount of seventy-five thousand dollars (\$57,895) plus CPI increases;
3. Authorize the Chairman of the Board to execute the Agreement on behalf of the District;

BACKGROUND:

Summary
(continued on page 2)

Brand Hune
Brand Hune for Scott Bangle
General Manager

2016-007D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 57,895	\$ 58,763	\$ 298,291	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Community Parks and Centers Fund 25600

Budget Adjustment: N

For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: September 1, 2015
 xc: Parks, Recorder, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy
DISTRICT

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Approval of Professional Service Agreement for Janitorial Services at County Service Area (CSA) sites; Districts 1,2,3, and 5; [\$298,291]; Community Parks and Centers Fund 25600; CEQA Exempt

DATE: 8-20-2015

PAGE: 2 of 3

RECOMMENDED MOTION: (continued)

4. Authorize the Purchasing Agent to exercise the option to renew for up to four (4) additional one-year periods and sign any ministerial amendments to extend the agreement in one year increments; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by this Board; and
6. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to the District.

BACKGROUND:

Summary (continued)

The Riverside County Board of Directors approved an agreement for Janitorial Services July 15, 2014. The initial agreement was for a one year term with options to renew an additional four-years, based upon satisfactory performance by the Contractor. Upon review by District staff, it was determined that performance did not meet expectations. Therefore, the District issued a new Request for Bids to solicit vendors to perform Janitorial Services at eleven (11) CSA sites – Highgrove, Deleo, Perret, Willows, Morgan Hill, Madigan, Cabazon Goodhope Mead Valley, Eddie Dee, and Moses-Schaeffer. These sites serve as community resources in the local neighborhoods and need to be maintained in a clean and sanitary manner. Additionally, the cleanliness and maintenance of the facilities has a direct impact of the public's image of the County of Riverside and the Parks District.

Impact on Citizens and Businesses

The new contract price is comparable to current contract prices. The contract is a replacement for current similar work being performed and will allow for uninterrupted service.

The Professional Services Agreement has been approved as to form by County Counsel.

CEQA Information

The District has determined that this contract is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3), and 15060(c)(2); The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Supplemental: (additional Fiscal Info if applicable)

The average change in CPI for Riverside County over the past five years is 1.5%. Applying this rate for the second through fifth years of the contract, costs to be paid from the District's Community Parks and Centers Fund 25600 are estimated to be as follows:

Year 1 \$57,895
Year 2 \$58,763
Year 3 \$59,645
Year 4 \$60,539
Year 5 \$61,447

TOTAL: \$298,291.

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Approval of Professional Service Agreement for Janitorial Services at County Service Area (CSA) sites; Districts 1,2,3, and 5; [\$298,291]; Community Parks and Centers Fund 25600; CEQA Exempt

DATE: 8-20-2015

PAGE: 3 of 3

Contract History and Price Reasonableness

The solicitation was published (advertised) on the Public Purchase web site. The District received six (6) responses. The District request is to award to Omni Enterprises who was lowest responsive and responsible bidder. The Lowest Bidder, S. Sarkisian, is considered non responsive/responsible based on claiming multiple non qualifying preferences and failure to acknowledge terms and conditions in the request for bid.

The base bid for the eleven facilities is \$52,632. The vendor may be required to provide additional services not included in the annual maintenance cost due to unforeseeable cleaning issues that may arise. Based on the unknown nature of these cleaning needs, it is recommended that the contract be increased by 10% to \$57,895 to provide staff flexibility and timeliness in making decisions in the field. Staff will negotiate prices for additional required cleaning work based on industry standard rates.

Attachments:

Professional Service Agreement for Janitorial Services

CEQA Notice of Exemption

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PROFESSIONAL SERVICE AGREEMENT

for

JANITORIAL SERVICES FOR DISTRICT MANAGED COUNTY SERVICE AREA (CSA) SITES

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

and

OMNI ENTERPRISE, INC.



SEP 01 2015

13-20

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This Professional Service Agreement, made and entered into this 13th day of Nov, 2015, by and between **OMNI ENTERPRISE, INC.**, a California corporation (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special district, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in **Exhibit "A"**, Scope of Services, at the prices stated in **Exhibit "B"**, Cost Summary.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in **Exhibit "B"**. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for one (1) year, with the option to renew up to four (4) additional one-year periods, for a total of five (5) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of **Exhibit "B"**, Cost Summary. Maximum payments by DISTRICT to CONTRACTOR shall not exceed fifty seven thousand eight hundred ninety-five dollars (\$57,895.00) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in **Exhibit "B"**, Cost Summary, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District
Attn: Finance
4600 Crestmore Road, Jurupa Valley, CA 92509
OR: Email invoices to: parks-finance@rivcoparks.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-119A; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

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4. Alteration or Changes to the Agreement

4.1 The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the Purchasing Agent may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONTRACTOR will return funds to DISTRICT on a pro-rata basis, if applicable.

5.3 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

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5.5 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based

upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the County of Riverside Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

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13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this

Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

OMNI ENTERPRISE INC.
dba: Omniclean Professional Janitorial
Service Company
3040 E. Mayfair Ave. Suite #1
Orange, CA 92805

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If

CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

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22.2. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

22.3. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

22.5. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

d. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

h. CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and

Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Signature Provisions on Following Page]

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

CONTRACTOR
OMNI ENTERPRISE, INC.

3040 E. Mayfair Ave. Suite #1
Orange, CA 92805

Signature: 
Kevin Jeffries
Chairman, Board of Directors

Signature: 
Print Name: Dante N. Perez
Title: President

Dated: SEP 01 2015

Dated: 10-15-2015

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By: 
Cynthia M. Gunzel
Deputy County Counsel

Exhibit A

Scope of Services

JANITORIAL SERVICES FOR DISTRICT MANAGED COUNTY SERVICE AREA (CSA) SITES

1. **Service Location(s) and Description of Facility needs.**

(M-Monday, W-Wednesday, F-Friday, S-Sunday)

- 1.1 (CSA-126) Highgrove Park, 459 Center Street, Highgrove, CA 92507
Facility Description: Men's and women's restroom facility small (4 sinks / 4 stalls/urinal)
Services per week (MWFS)
- 1.2 (CSA-134) Deleo Sports Pk. & Com. Rm, 25655 Santiago Cyn. Rd, Corona, CA 92883
Facility Description: Large Restroom facility - 4 sinks and 10 stalls also a small community room with sink (approximately 1200 s.f.) with Pergo flooring
Services per week (MWFS)
- 1.3 (CSA-132A) Perret Park, 32938 Perret Blvd, Lake Elsinore, CA 92530
Facility Description: Small restrooms (2 sinks, 2 toilets and urinal)
Services per week (MWFS)
- 1.4 (CSA-143) Willows Park, 29750 Willows Avenue, Murrieta, CA 92562
Facility Description: Small facility (4 sinks, 4 stalls, urinal)
Services per week (MWFS)
- 1.5 (CSA-143) Morgan Hill Park, 45320 Morgan Hill Drive, Temecula, CA 92589
Facility Description: Small Restroom (4 sinks, 5 stalls and two urinals)
Services per week (MWFS)
- 1.6 (CSA-143) Madigan Park, 44244 Madigan Street, Temecula, CA 92592
Facility Description: Small restroom (2 sinks, two stalls, one urinal)
Services per week (MWFS)
- 1.7 (CSA-85) Cabazon Park, 50390 Carmen Avenue, Cabazon, CA 92230
Facility Description: Medium sized restroom (6 sinks, 7 stalls, 2 urinals)
Services per week (MWFS)
- 1.8 Goodhope Park & Com. Ctr, 21565 Steele Peak Dr, Perris, CA 92570
Facility Description: Small restroom (two sinks, two toilets, and urinal)
Services per week (MWF)
- 1.9 Mead Valley 21091 Rider Street Perris, CA 92570-8800
Facility Description: The Community Center is a two story structure with five (5) restroom facilities. The 45,000-square-foot campus encompasses an array of amenities including day care facilities, a community center, health care and dental clinics, counseling services, a senior center and banquet kitchen.
Services per week (MWFS)
- 1.10 Eddie Dee Senior Center 5888 Mission Inn Ave, Riverside, CA 92509
Facility Description: The Senior Center is a one story structure with three (3) restroom facilities (Men's + Women's = one facility). The facility includes a kitchen, carpet and tile flooring and number of rooms and furniture.
Services per week (MWF)

- 1.11 Moses-Schaeffer Community Center - 21565 Steele Peak Dr., Mead Valley, CA 92570
Facility Description: The Community Center a small one story structure with a main room, kitchen, two offices and restrooms with 4 sinks, 5 stalls and a urinal.
Services per week (MWF)

2. **Definitions** - The following definitions apply unless otherwise noted.
- 2.1 Daily: Shall mean any day of the week, Monday through Sunday, including holidays.
 - 2.2 Weekly: Shall mean one day per week.
 - 2.3 MWF; TTh: S: Shall mean on Mondays, Wednesdays and Fridays; shall mean Tuesdays and Thursdays, Sunday.
 - 2.4 Monthly: Shall mean once per calendar month. All such work performed and completed in the last week of each month.
 - 2.5 Quarterly: Shall mean every three calendar months. All such work to be performed and completed in the last week of September, December, March and June, unless otherwise arranged with the District's Supervisor.
 - 2.6 Semi-Annually: Shall mean every six calendar months. All such work to be performed and completed in the last week of April and October, unless otherwise arranged with the District's Supervisor.
 - 2.7 Annual: Shall be once per year, to be performed and completed in the last week of October, unless otherwise arranged with the District's Supervisor.
 - 2.8 As-Needed: Shall be determined by District's Supervisor.
 - 2.9 Ceramic Tile Sealer: Apply protective sealer finish which adds luster but does not build up on floor surface.
 - 2.10 Clean: Remove all dirt, stains and marks with approved cleaner.
 - 2.11 Damp Mop: Remove all surface dirt and stains with a mop and warm water containing detergent or floor cleaner as required and rinse.
 - 2.12 Damp Wipe: Remove all surface dirt with a damp cloth.
 - 2.13 Dust: Remove all loose dirt and debris. Treated cloths shall be used.
 - 2.14 Hi-Speed Buffing: Hi-speed buffing machine shall be used to apply protective sheen on wax floors where specified.
 - 2.15 Scrub: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pads.
 - 2.16 Spray-Buff: Use floor machine equipped with spray buff pad. Apply solution and buff until dry.
 - 2.17 Strip: Remove accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.
 - 2.18 Sweep: Remove all loose dirt and litter with sweeping tool and treated cloth; in places difficult to sweep, use brush or vacuum.
 - 2.19 Vacuum: Remove all surface and embedded dirt with a high efficiency filter suction cleaner (Filtering down to particles 1 micron in size).
 - 2.20 Wax: Apply appropriate number of coats of approved floor finish.
 - 2.21 If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday. Contractor shall be notified in advance if certain District buildings have additional closure dates.

3 REQUIREMENTS:

- 3.1 The contractor shall furnish all labor, material, equipment and other services necessary for the complete janitorial cleaning at all facilities specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application.
- 3.2 Has adequate staffing, appropriately trained to perform all services outlined herein in a timely manner;
- 3.3 Will perform all duties agreed upon for restrooms and community rooms in accordance with schedule. Schedule subject to approval by District's Supervisor.
- 3.4 Will provide labor, supervision, cleaning supplies, and cleaning equipment;
- 3.5 Will not charge for extra work of an occasional, accidental or reasonable emergency nature created in the normal course of business conducted on the premises. A quote will be provided for cleaning services necessary due to vandalism;
- 3.6 Agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances;
- 3.7 To the best of Bidders knowledge, does not have a significant financial interest in a vendor with whom District is under contract.
- 3.8 The Contractor shall comply with the Displaced Janitor Opportunity Act. Pursuant to Labor Code section 1061 (b) 1.
- 3.9 This contract involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. CONTRACTORS are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. 1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the CONTRACTOR for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the CONTRACTOR from receiving future District contracts.

4. SCOPE OF WORK

The scope of work of this contract will include complete cleaning services for Riverside County Regional Park & Open-Space District Community Park facility restrooms and community rooms, which are listed within this quote, from a certified, bonded bidder. Bidder shall be fully responsible and provide all square footage to be cleaned to provide a complete and thorough cleaning of each facility. The District shall not be held responsible for bidders inaccuracy of determining square footage of each restroom or community room. The successful bidder will be required to provide quality service with minimal service call backs.

5. GENERAL PROVISIONS

The work covered under this contract consists of performing all operations in connection with the accomplishment of Cleaning Services in the buildings. The contractor shall furnish all labor, supplies, materials, equipment and supervision to perform satisfactorily the services specified herein at the frequencies and during the times shown.

- 5.1 Equipment & Facilities Inspection: The District reserves the right to inspect and evaluate the suitability of all proposed equipment and bidder's facilities to be used in performance of the contract prior to making an award. This inspection process will be a critical part of the proposal evaluation.
- 5.2 Security: Contractor's personnel shall not be allowed in District facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by District personnel. All spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed)

shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the District to designated contractor employee on a custody receipt and shall be returned to the District on demand. Keys are assigned to specific contractor employees and shall not be shared between contract staff nor handed off to another contract employee. Any loss of keys must be reported to the District's Buildings Supervisor immediately. A charge of twenty-five dollars (\$25.00) will be made for each lost key. Keys are to be made only by the District. Should a lost or stolen key jeopardize the security of the particular District facility, the contractor shall be totally responsible for all costs incurred by the District in re-keying the lock system. Contractor is advised that this process could be quite costly. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the contractor is in the space. Do not block open occupant or exterior doors for any reason. Do not assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and District personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

- 5.3 Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress, and turning off all lights when work is completed.
- 5.4 Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system, if applicable.
- 5.5 NOTE: *The contractor shall make him/herself aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of District business.*
- 5.6 Person-Hours: The Contractor shall provide no less than the minimum number of estimated hours per day or evening as provided in the Contractor's quote and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly quote amount (total dollars divided by total hours). The District shall be the sole judge of any performance discrepancies.
- 5.7 Estimated Quantities: The quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the District reserves the right to adjust quantities as deemed necessary to meet its requirements.
- 5.8 Staffing and Personnel
 - 5.8.1 Supervisors - The Contractor shall designate in writing to the District's Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 AM through 5:00 PM, and provide the District with an emergency after-hours phone number. The Contractor's Project Manager shall be the contract supervisor. One working supervisor is required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.
 - 5.8.2 Contractor shall meet in conference with the District's Supervisor or designee at a time to be specified for administration of work, including review of inspection reports if requested. (District staff will be responsible for completing weekly inspection reports on all facilities).

- 5.8.3 At a minimum, inspection reports for the previous one-month period shall be provided to the District's Supervisor, or designee and the Contractor's Project Manager by the 5th day of the following month.
- 5.8.4 Personnel - Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the District, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the District, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.
- 5.8.5 Employee List - The Contractor shall provide to the District's Supervisor an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by park location/building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses. Changes to the list shall be reported, in writing, to the District's Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the District's Supervisor, unless it is after hours, then the next business morning shall be acceptable.
- 5.8.6 Removal of Staff - The District requires the Contractor to remove all Contractor personnel from District property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. It is the responsibility of the Contractor to provide the proper training for their employees. The Contractor shall have one competent working supervisor on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation of these rules, or those established by the District, by the Contractor's personnel shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Purchasing Agent, for repeated non-compliance of these rules.
- 5.8.7 Backup Staff - The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The District reserves the right to request additional backup staff as deemed necessary.
- 5.8.8 Unauthorized Personnel - Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the District and shall not be allowed to work in District facilities.
- 5.8.9 Identification and Uniforms - The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and District. Closed-toe and heeled shoes shall be worn for proper safety of tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on District property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by District or security personnel. Any employee that does not comply with this requirement shall be required to leave District facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in District facilities. It is also desirable that vehicles used by the Contractor's employees be identifiable. This could be accomplished by temporary fixation of signage on the dashboard indicating the Contractor's name, or other method mutually agreed upon by Contractor and District.

- 5.8.10 Prohibited Items - Contractor's employees shall be prohibited in the use or possession of the following items while working on District premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from District facilities and replaced with acceptable personnel.
- 5.8.11 District and Personal Property of District Personnel - The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the District and against unauthorized use of District and personal property, such as: telephones, radios, typewriters, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the District facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, if applicable and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the District's Supervisor within twenty-four (24) hours.
- 5.9 Safety Program - The Contractor shall submit to the District, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:
 - 5.9.1 Safe work habits
 - 5.9.2 Safe use of cleaning chemicals (right-to-know) SDS Sheets
 - 5.9.3 Safe use of cleaning equipment
 - 5.9.4 The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
 - 5.9.5 Proper handling of hazardous materials and biological waste (blood-borne pathogens)
 - 5.9.6 Recognizing hazardous or other materials, which are not allowed for use in this contract.
- 5.10 Safety Procedures
 - 5.10.1 All cleaning chemicals shall be stored in properly labeled containers at all times.
 - 5.10.2 The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
 - 5.10.3 Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the District facilities. Documentation of training completion shall be submitted to the District's Supervisor.
 - 5.10.4 Contractor will report any safety issues or other concerns to the District's Supervisor within 8 hours. Safety and other concerns will be submitted by Contractor electronically via the District's work order system, and will include photographs of the area(s) of concern and/or property damage.
- 5.11 Cleaning Schedule
 - 5.11.1 Cleaning shall be determined and approved by District's Supervisor and are subject to change under the direction of the District's Supervisor.
 - 5.11.2 Contractor shall provide the District's Supervisor a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
 - 5.11.3 In the event an evening meeting, if applicable is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 PM. All cleaning shall be completed before the start of next normal business day.
 - 5.11.4 Contractor shall maintain a schedule, if applicable, for floor stripping, waxing, carpet cleaning and hot water extraction for all District facilities, and provide to the District's Supervisor a copy of the monthly completed and scheduled work on the first workday of every month.
 - 5.11.5 Contractor shall maintain a schedule, if applicable, for quarterly interior and exterior window washing and provide to the District's Supervisor a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the quarterly completed work on the first workday following completion of work.

5.12 Performance Standards

- 5.12.1 It is the objective of the District to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the District is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- 5.12.2 District's Supervisor or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The District's Supervisor shall also notify the Contractor of written complaint(s) received from building occupants. During the normal business hours for each facility, the Contractor shall be required to respond to any major problem(s) within two (2) hours, once notified by the District's Supervisor or designee, or be charged a deduction.
- 5.12.3 District's Supervisor or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record. Contractor shall provide employees with a smart phone or tablet that they will use in order to report complaints to the District electronically.
- 5.12.4 Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The District's Supervisor or designee shall have authority to classify a complaint as major or minor.
- 5.12.5 Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.
- 5.12.6 Failure to clean an entire restroom or building or site shall result in a separate deduction for nonperformance. After three (3) occurrences of nonperformance within a 12-month period, the District, at its discretion, may begin default proceedings.
- 5.12.7 Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the Purchasing Agent may exercise the District's right to terminate for default.
- 5.12.8 Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month. Email invoices to Finance: parcs-finance@rivcopark.org.

6. **DELIVERABLES** REQUIRED OF SUCCESSFUL CONTRACTOR

- 6.1 The successful Contractor(s) shall submit the following items to the District's Supervisor 10 days prior to schedule contract start date:
 - 6.1.1 A complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the District's Supervisor or designee;
 - 6.1.2 A schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each park location;
 - 6.1.3 A copy of the Safety Data Sheet (SDS) for all chemicals that will be used in the performance of the contract;

- 6.1.4 A list of all cleaning products (brand names) to be utilized, how each will be used, and which ones meet Green Seal Standards;
- 6.1.5 A list of all paper products (brand names) to be provided, the percentage of post-consumer recycled content for each, and which ones meet US EPA Guidelines.
- 6.1.6 A copy of the Contractor's written safety program, IIPP, and signed list documenting safety training of all employees prior to the commencement of the contract (see page 15 for further information);
- 6.1.7 Documented list of employee training programs showing that all employees have been trained according to specifications of the bid prior to the commencement of the contract(see page 15 for further information);

7. **TECHNICAL SPECIFICATIONS** - The following specifications are provided to allow prospective bidders the opportunity to submit their proposals on equipment and services which the proposer feels best meet or exceed the District's requirements.

- 7.1 General - The contractor shall furnish all labor, material, equipment and other services necessary for the complete Cleaning at all facilities specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application.
- 7.2 Cleaning Crews' Duties - These duties are minimum expectation to be performed by Cleaning crews assigned to clean the restrooms or buildings during non-business hours. The timeline for how often each task is to be performed (daily, weekly, monthly, etc.) for each location.
 - 7.2.1 General Tasks – Daily
 - 7.2.1.1 *Trash and Recycling Receptacles* - All waste receptacles, recycling containers, and other trash containers within the building shall be emptied each night and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container and trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle and marked "trash" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp-wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of trash within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. *DRAGGING OF TRASH BAGS SHALL NOT BE PERMITTED*. Liquid leaking from plastic bags being moved from trash receptacles shall be immediately cleaned.
 - 7.2.1.2 *Trash and Recycling Storage Areas* – if applicable, all trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.
 - 7.2.1.3 *Outside Entrances and Steps* - Porches, handicap ramps, steps, fire escape stairways, basement stairways, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and trash. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. All waste receptacles around and adjacent to the entrance shall be emptied and cleaned.
 - 7.2.1.4 *Cigarette Containers* - Verify all cigarette butts and ashes are extinguished and cool. Empty reservoir or strain the sand to remove ashes and debris. Loosen and level the sand, add additional sand, as required, to maintain appropriate level. Pick up and dispose of all cigarette butts located within 5 feet of all cigarette containers.
 - 7.2.1.5 *Entrance Mats* - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside

and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath, and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.

- 7.2.1.6 *Entrance Doors* - Completely clean both sides of, if any, glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
- 7.2.1.7 *Entrance Floors Inside* - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.
- 7.2.1.8 *Phone Booths/Pay Phones* - Wipe receiver with germicidal cleaner, and dry with a clean dry cloth. Wipe all other surfaces and surrounding walls, doors, glass, etc. with appropriate cleaners. This includes all public phones located inside and outside the building on District property.
- 7.2.1.9 *Drinking Fountains* - Remove all graffiti, streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.
- 7.2.1.10 *Internal Building Surfaces and Walls* - Remove graffiti, smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.
- 7.2.1.11 *Carpeted Areas* - All carpeted areas shall be vacuumed free of all visible debris at every service (Goal for 100% of all areas to be vacuumed a minimum of once per week). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and trash receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.
- 7.2.1.12 *Carpet Spot Cleaning* - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.
- 7.2.1.13 *Non-Carpeted Floors* - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area, including under chairs, trash receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.

- 7.2.1.14 *Tables, Counters, Desks, Chairs, Sofas* - Remove any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any trash. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by District.
- 7.2.1.15 *Break room/Concession/Kitchenette Area* - Refill all soap/sanitizer, dispensers and paper dispensers. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables and chairs.
- 7.2.2 Restroom Cleaning – Daily
- 7.2.2.1 *Clean and Disinfect Toilets and Urinals* - Completely clean and disinfect all exposed surfaces of the toilets and urinals, including fixtures, and adjacent floors. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Contractor's supervisor shall report all plumbing discrepancies to the District Project Manager.
- 7.2.2.2 *Paper Products Dispensers* – At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the District Project Manager. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used. Coreless bathroom tissue and other similar products may be considered, but cannot be utilized without prior approval from the District's Buildings Supervisor.
- 7.2.2.3 *Soap/Sanitizer Dispensers* – At minimum, soap/sanitizer dispensers shall be filled to within 2" of the top with foam or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soap/sanitizer cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap/sanitizer dispensers shall be cleaned of all soap residues.
- 7.2.2.4 *Trash Receptacles* - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
- 7.2.2.5 *Counter Tops and Sinks* - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the

drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals. Ensure that protective covers are provided over piping underneath accessible sinks to prevent injury.

- 7.2.2.6 *Diaper Changing Stations and Other Surfaces* - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.
- 7.2.2.7 *Walls, Partitions, and Doors* - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
- 7.2.2.8 *Shower Walls and Floors* - Wash shower walls, curtains, shower floors, bathtub areas using an approved germicidal cleaner. Clean the shower drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.
- 7.2.2.9 *Floors* - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.
- 7.2.2.10 *Mirrors* - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.
- 7.2.3 **General Tasks – Weekly or as otherwise specified in Attachment A for each building.**
 - 7.2.3.1 *Vertical/Horizontal Blinds* - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.
 - 7.2.3.2 *A/C Supply Vents, Returns and Exhaust Fan Grills* - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.
 - 7.2.3.3 *Dusting* - Dust all surfaces, including windowsills, hand rails, ledges.
 - 7.2.3.4 *Non-Carpeted Floors* – Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum etc.
 - 7.2.3.5 *Storage Areas/Closets* – Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.
 - 7.2.3.6 *Mop Heads* – Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.
- 7.2.4 **Restroom Cleaning – Weekly**
 - 7.2.4.1 *Floor Drains* – Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.
 - 7.2.4.2 *Restroom, Locker and Shower Floor* – where applicable, all surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate

cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

7.2.5 Restroom Cleaning General Tasks

- 7.2.5.1 All trash receptacles are to be emptied, liners replaced and trash removed to collection point. Receptacles are to be wiped with each cleaning.
- 7.2.5.2 Stock toilet tissue, wax bags and hand soap.
- 7.2.5.3 Clean and polish mirrors.
- 7.2.5.4 Toilets and urinals shall be cleaned and disinfected inside and out, with the outside polished.
- 7.2.5.5 Toilet seats shall be cleaned on both sides and disinfected.
- 7.2.5.6 Scour and sanitize all basins. Polish bright.
- 7.2.5.7 Clean and polish mirrors.
- 7.2.5.8 Remove all splash marks from walls and around basins.
- 7.2.5.9 Wipe down walls, doors and handles.
- 7.2.5.10 Wet mop and rinse restroom floors with a disinfectant.
- 7.2.5.11 Clean and wipe down windows and windowsills.
- 7.2.5.12 Clean light fixtures and fans as needed.
- 7.2.5.13 Remove fingerprints and marks from around light switches and doorframes.
- 7.2.5.14 Sweep exterior steps/landings and remove all trash and debris.
- 7.2.5.15 Clean signage.
- 7.2.5.16 Report any broken and/or non-working fixtures to the Park Supervisor immediately and post "Out of Order" signage on the appropriate fixture.

7.2.6 Community Room

- 7.2.6.1 All trash receptacles are to be emptied, liners replaced, soap/sanitizer and towel dispensers filled, and trash removed to collection point. Receptacles are to be wiped with each cleaning.
- 7.2.6.2 Vacuum carpeted areas, taking care to get into corners, along edges and beneath furniture.
- 7.2.6.3 Dust accessible horizontal and vertical surfaces, including desktops, file cabinets, windowsills, chairs, tables, pictures and all manner of furnishings.
- 7.2.6.4 Clean and polish mirrors.
- 7.2.6.5 Clean light fixtures as needed.
- 7.2.6.6 Wipe down baseboards and window blinds.
- 7.2.6.7 Remove fingerprints and marks from around light switches and doorframes.
- 7.2.6.8 Sweep exterior steps/landings and remove all trash and debris.
- 7.2.6.9 Clean signage.

7.2.7 Facilities, Utilities, Supplies and Equipment

- 7.2.7.1 Facilities - The District shall provide, without cost to the Contractor, Cleaning closets or a designated place in each building, based upon availability. These areas shall be kept clean and neat by the Contractor at all times and shall only be used for the intended use (i.e. eating may not occur nor storage of any food or personal items). Supplies shall be stored in their proper place when they arrive. Empty boxes, bottles, containers, etc. shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated Cleaning space. Mop heads shall be replaced at a minimum of once a week to prevent odors.

- 7.2.7.2 Utilities - The District shall furnish all utilities to the Contractor at existing outlets. Any modifications to existing outlets for the Contractor's convenience shall be at the Contractor's expense. Prior written approval for any alteration shall be obtained from the District's Supervisor. The Contractor's Project Manager shall arrange for the work to be done and the costs shall be charged to the Contractor.
- 7.2.7.3 Telephones - The District telephone policy limits use of its telephone extensions on the District system to calls relating to District business. The Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be the responsibility of the Contractor.
- 7.2.7.4 Cleaning Supplies - The Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047). The Contractor shall supply all products such as, toilet paper, hand towels, toilet seat covers, and hand soap, hand sanitizer, hand lotion, feminine products, for all locations serviced under the contract. Products supplied shall be those designed for use in installed holders. The District reserves the right to change these specifications, including installed dispensers, throughout the life of the contract. Contractor must comply with all applicable sections of the District's Environmentally Preferable Purchasing (EPP) Policy including, but not limited to: All Cleaning paper products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines found at www.epa.gov/cpg. Specifically, the following minimum post-consumer recycled content percentages apply: paper towels – 40% post-consumer; bathroom tissue – 20%; and paper napkins – 30%. In addition, Cleaning paper products shall be unbleached or processed without chlorine or chlorine derivatives. Contractors shall supply industrial and institutional cleaning products, including general-purpose, bathroom, glass and carpet cleaners, that meet Green Seal's Industrial and Institutional Cleaning Standard, GS-37. To the extent practical, Contractor shall use products that meet Green Seal's standard for industrial and institutional Floor Care Products, GS-40, and Green Seal's industrial and institutional Hand Cleaners, GS-41 (please note at this time, District hand soap dispensers are being changed out to foam, the non-cartridge format). Manufacturers of plastic trash liners shall be in compliance with the State of California's Recycled Content Trash Bag Program, for information, visit: <http://www.ciwmb.ca.gov/BuyRecycled/TrashBags>.
- 7.2.8 Supplies - Please note that in cases of any contradictions, complying with the District's EPP Policy and proper sizing for installed dispensers takes precedence. *Supplies are part of the proposal.*
- 7.2.8.1 Toilet paper 4 ½" x 4 ½", 2-ply, 500 sheets per roll, white.
- 7.2.8.2 Jumbo tissue 2-ply, white, properly sized for installed dispensers.
- 7.2.8.2.1 Hand towels properly sized for installed dispensers with a minimum tensile strength of 15 in both directions.
- 7.2.8.2.2 Multi-fold 9 ¼" x 9 ½", 250 per package, natural.
- 7.2.8.2.3 Single-fold 9 ½" x 10 5/8", 250 per package, natural.
- 7.2.8.2.4 Narrow-fold 9 ½" x 9 ½", 250 per package, natural.
- 7.2.8.2.5 C-Fold 10 ¼" x 13 ¼", 250 per package, natural.
- 7.2.8.3 Roll Towels

- 7.2.8.3.1 Perforated 9" x 11", 2-ply, 250 sheets per roll, white.
- 7.2.8.3.2 Non-perforated sized for installed dispenser.
- 7.2.8.4 Toilet Seat Covers sized for installed dispensers.
- 7.2.8.5 Hand Soap - pH balanced; biodegradable; germicidal; antimicrobial skin cleaner, effective against a wide range of microorganisms; containing no alcohol; 800 ml or equivalent sized for installed dispenser.
- 7.2.8.6 Trashcan liners - high-density poly.
- 7.2.8.7 Chemical Supplies: This list is not inclusive, but the minimum standards required:
 - 7.2.8.7.1 Graffiti cleaner
 - 7.2.8.7.2 Carpet spot remover/cleaner
 - 7.2.8.7.3 Disinfectant
 - 7.2.8.7.4 Germicide
 - 7.2.8.7.5 Mild detergent
 - 7.2.8.7.6 Metal cleaner/polish
 - 7.2.8.7.7 Furniture polish
 - 7.2.8.7.8 Bathroom deodorizers
- 7.2.8.8 The Contractor shall maintain a minimum of one (1) week's supply of all paper supplies in all facilities at all times during the life of the contract that can be utilized by District personnel for the purpose of restocking the facilities' dispensers.
- 7.2.8.9 Maintain a minimum of one biohazard kit at the Public Safety Building at all times.

7.2.9 Holidays

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November .
*Christmas Day	December 25

Agreement for Janitorial Services for District Managed County Service Area (CSA) Sites

between Riverside County Regional Park and Open-Space District
and Omni Enterprise, Inc.

Exhibit "B": Cost Summary

Site Cost Summary		
Site Name	Monthly Cost	Annual Cost
Highgrove Park	\$ 240.00	\$ 2,880
Deleo Sports Park and Community	\$ 400.00	\$ 4,800
Perret Park	\$ 192.00	\$ 2,304
Willows Park	\$ 192.00	\$ 2,304
Morgan Hill Park	\$ 192.00	\$ 2,304
Madigan Park	\$ 192.00	\$ 2,304
Cabazon Park	\$ 240.00	\$ 2,880
Goodhope Park and Community Center	\$ 144.00	\$ 1,728
Mead Valley Community Center	\$ 1,800.00	\$ 21,600
Eddie Dee	\$ 397.00	\$ 4,764
Moses-Schaeffer Community Center	\$ 397.00	\$ 4,764
	Annual Total:	\$ 52,632



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

SCOTT BANGLE Parks Director/General Manager
KYL A BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

9/2/15
Date Initial

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

PROJECT: Janitorial Services Agreement with Riverside County Regional Park and Open-Space District

PROJECT NUMBER: N/A

PROJECT LOCATIONS: See Attached Listing of Parks, EXHIBIT 'A'

DESCRIPTION OF PROJECT: Approval and execution of agreement for janitorial services at District managed CSA sites.

APPROVING AGENCY: Riverside County Regional Park and Open-Space District

RESPONSIBLE PARTY OR AGENCY: Riverside County Regional Park and Open-Space District

EXEMPT STATUS: The California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3), General Rule "Common Sense" Exemption and Section 15060(c)(2). The activity will not result in direct or reasonably foreseeable indirect physical change in the environment.

REASONS WHY THE PROJECT IS EXEMPT:

The activity of janitorial services is not determined to be a project for analytical purposes; the "project" is exempt from the provisions of CEQA by the Guidelines identified below. The use of janitorial services will not result in any specific or general exceptions to the use of the categorical exemption as detailed in State CEQA Guidelines Section 15300.2. The project will not cause impacts to scenic resources or sensitive environments. Further, the compliance with the requirements of identified regulatory oversight agencies will create no unusual circumstances or potential cumulative impacts that could reasonably create an environmental impact. The use of janitorial services will not have a negative effect of the environment. The District has deemed this does not meet the definition of a "project" under CEQA and no environmental impacts are anticipated to occur.

Section 15061(b)(3) - General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The project will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Section 15060(c)(2) - For purposes of analysis under CEQA, the services agreement is not a "project" under

CEQA pursuant to Section 15060(c)(2). An action by a public agency is only a "project" subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the District, in no way will the proposed janitorial services agreement lead to any direct, indirect, or cumulative physical environmental impacts.

Based upon the identified exemptions above, the Riverside County Regional Park and Open-Space District concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 08/19/15
Marc R. Brewer, Senior Park Planner

Exhibit 'A'

District Sites Included in Agreement

1. Highgrove Park and Community Center (CSA-126)

459 Center Street
Highgrove, CA 92507

2. Deleo Sports Park (CSA-134)

25655 Santiago Canyon Road
Corona, CA 92883

3. Willows Park (CSA-143)

29750 Willows Avenue
Murrieta, CA 92562

4. Perret Park (CSA-132A)

32938 Perret Blvd
Lake Elsinore CA 92530

5. Morgan Hill Park (CSA-143)

45320 Morgan Hill Drive
Temecula, CA 92589

6. Madigan Park (CSA-143)

44244 Madigan Street
Temecula, CA 92592

7. Cabazon Park

50390 Carmen Ave
Cabazon, CA 92230

8. Goodhope Park

21565 Steele Peak Drive
Perris, CA 92570

9. Mead Valley Community Center

21091 Rider Street
Mead Valley, CA 92570

10. Eddie Dee Smith Senior Center

5888 Mission Blvd
Riverside, CA 92509

11. Moses-Schafer Community Center

21565 Steele Peak Drive
Perris, CA 92570