

AGREEMENT TO PROVIDE JANITORIAL SERVICES AND SUPPLIES FOR THE CITY OF REDLANDS AT VARIOUS CITY FACILITIES

This agreement for the provision of janitorial services and supplies at various City facilities ("Agreement") is made and entered into this 21st day of September, 2010 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Custom System Services ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to provide janitorial services and supplies to approximately seventeen (17) City facilities, at various locations (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing contractors in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONTRACTOR

2.1 The Services which Contractor shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 3 - RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor public information in its possession that may assist Contractor in performing the Services.

3.2 City will make reasonable provision for Contractor to enter upon City-owned/leased property to perform the Services.

3.3 City designates its Operations Manager of the Quality of Life Department as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERIOD OF SERVICE

4.1 Contractor shall perform the Services in a prompt and diligent manner, and in accordance with the schedule set forth in Exhibit "A."

ARTICLE 5 - PAYMENT AND NOTICE

5.1 The compensation for Contractor's performance of the Services shall be in the amount of Thirteen Thousand Five Hundred One Dollars (\$13,501) per month. City shall pay Contractor on a monthly basis. Compensation for any Services rendered for a partial month shall be pro-rated on a one-thirtieth (1/30) basis.

5.2 Payments by City to Contractor shall be made within thirty (30) days after receipt and approval by City of Contractor's invoice, by warrant payable to Contractor. Invoices shall be sent on a monthly basis.

5.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City:
Operations Manager
Quality of Life Department
PO Box 3005
35 Cajon Street, Suite 222
Redlands, CA 92373

Contractor:
Ken Truelock
Custom Service Systems
P.O. Box 5596
783 Palmyrita Avenue, Unit A
Riverside, CA 92517-5596

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 All insurance required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with original certificates of insurance and endorsements evidencing the insurance coverage required by this Agreement prior to commencement of the Services. All insurance policies shall include a provision prohibiting modification of the coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City.

6.2 Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to City.

6.3 Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys'

fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act by Contractor, its officers, employees and agents in performing the Services.

6.4 Contractor is expressly prohibited from assigning any of the Services without the express written consent of City.

6.5 Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as additional insured and a certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the services. Such insurance shall be primary and non-contributing to any insurance of self-insurance maintained by City.

6.6 Contractor shall have business auto liability coverage, with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used for the scope of services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured and a certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the Services.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7.2 Contractor is for all purposes an independent contractor. Contractor shall supply all tools, equipment and instrumentalities required to perform the Services. All personnel employed by Contractor are for its account only, and in no event shall Contractor or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.

7.3 This Agreement may be terminated by City, in its sole discretion and without cause, by providing five (5) business days prior written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate.

7.4 If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor.

7.5 Upon receipt of a termination notice, Contractor shall immediately discontinue all Services affected, and within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, floor plans, drawings of buildings, specifications, reports, estimates, summaries, passwords, access codes

and such other information and materials as may have been accumulated by Contractor in performing the Services required by this Agreement. Contractor shall be compensated on a pro-rata basis for Services completed up until notice of termination.

7.6 Contractor shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Contractor.

7.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals and verbal or written agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

7.8 This Agreement shall commence on its Effective Date and end on September 30, 2013, unless terminated earlier as provided for in Section 7.3 of this Agreement.

7.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: Pat Gilbreath
Pat Gilbreath, Mayor

CUSTOM SERVICE SYSTEMS

By: Ken Truelock
Ken Truelock, CEO

Attest:

AD
City Clerk

AGREEMENT FOR THE PROVISION OF JANITORIAL SUPPLIES AND SERVICES FOR
THE CITY OF REDLANDS AT VARIOUS CITY FACILITIES

EXHIBIT A

SCOPE OF SERVICES

I. General Conditions:

A. Examination of the Facilities: Where work is to be performed in City facilities, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of any and all problems affecting it. No variations or allowance from the cost breakdown for the scope of services will be made because of lack of such examination.

B. Damage to Existing Work: Damage to existing construction, equipment, planting, etc., by the Contractor in the performance of work shall be replaced or repaired and restored to original condition by and at the expense of the Contractor.

C. Clean Up: The Contractor shall at all times, keep the premises clean from accumulation of waste or recyclable materials caused by employees or janitorial work and shall remove all resulting materials from site(s) where the services are performed.

D. Supervision: The successful bidder shall appoint an experienced supervisor to be responsible for all the services required and performed under the contract. The supervisor must be acceptable to the City and have the authority to receive on behalf of the Contractor any order or communication relating to the services contained within this contract. The supervisor shall be readily accessible to staff of the City at all times and have communication equipment (cell phone or pager).

The contractor shall distribute to all employees assigned under this contract a copy of the "Scope of Services" section. The contractor shall provide the City with a signed distribution sheet of all employees responsible for any services required under this Service Agreement verifying that they have received a copy of the "Scope of Services" section.

The Contractor shall give efficient supervision to the services. Failure to provide supervision, adequate to ensure conformance with the specifications of this service agreement, will be considered deficient performance. Failure to correct a notice of deficient performance from the City will constitute cause for termination of the Contract.

E. Contract Administration: A checklist will be completed by the Contractor, or a designated supervisor, ensuring that all required tasks are completed according to each time frame indicated in the scope of services. This checklist shall be turned in to the City's representative as often as is necessary to ensure efficient performance of the job specifications.

The Contractor will correct, within 24 hours, deficiencies for any task labeled as daily weekly or monthly. The Contractor will correct, within 48 hours, any deficiencies for any task labeled as semi-monthly, quarterly or annually.

The City reserves the right to procure service for the correction of the deficiency from other sources and hold the contractor responsible for any costs incurred. Failure to correct a notice of deficient performance from the City will constitute cause for termination of the Contract.

F. Invoices: Invoices submitted must be itemized to include monthly costs for a given time period, and include the City's purchase order number. Any additional charges need to be detailed on the invoice.

G. Security Clearance and Bonding: The successful bidder shall submit to the City upon request, names and addresses of all individuals who will be performing the work. The City requires a background check clearance and that personnel not approved for clearance be replaced. The successful bidder shall provide evidence that all employees engaged in providing the services are covered under terms of the bidder's insurance policy and have passed a thorough background check. Background checks are to be performed at the expense of the Contractor.

H. Assignments: The Contractor shall not make any assignments or any subcontract without the written permission of the City.

I. Uniforms: The Contractor is responsible for supplying, at its own expense, uniforms to all employees, which will be unvarying in style. All employees are expected to be in uniform while on duty, and the uniform is to be kept clean and in good condition. Employees, likewise, should be neat and clean and present a good image

J. Human Resources: The Contractor shall make available upon request the following: the Health and Safety Plan for the Workers and an accident record from the last 5 years, including the details of the Contractor's response, actions and outcomes.

K. Standard of Performance: All work shall be performed in a good and efficient manner.

II. General Requirements:

1. All keys entrusted to the Contractor for the fulfillment of this contract must be fully protected at all times. In the event of any loss of key(s), it will be the responsibility of the Contractor to cover the cost of having the locks re-keyed. All rooms/buildings are to be secured after cleaning by ensuring all windows are closed/locked and doors that are required to be locked are locked.
2. Upon completion and during the sequence of their duties, janitorial personnel will turn off all lights in unoccupied areas unless otherwise directed.
3. Prior to leaving the building each night, the Contractor shall check to see that all outside doors are locked and that the building is secure. Emergency phone numbers will be provided to the Contractor and the Contractor shall notify the appropriate person in a timely manner of any difficulties in securing the buildings.
4. Any conditions in the facilities that may require repair shall be reported to the City in a timely manner (i.e.: dripping faucets, damaged walls, burned out lights, etc.).

III. R E C Y C L I N G – REQUIRED FOR EACH FACILITY/BUILDING/OFFICE

It is the objective of the City to minimize disposal and maximize recycling of waste materials from City facilities. The contractor plays a vital role in achieving this objective.

Contractor shall coordinate recycling activities with the City's representative to minimize refuse disposal and maximize recycling from City facilities.

Contractor shall empty recyclable materials contained within designated recycling containers throughout the facility. This includes all blue, recycling desk-side containers and larger, blue 32-gallon recycling containers. Recyclable materials shall be emptied into the white recycling dumpster at the rear of City Hall off Citrus Avenue.

Recyclable materials set aside due to an office clean-out should be collected and emptied into the white recycling dumpster. This includes office clean-out materials such as paper (e.g., boxes, blueprints, plans, files, etc.) that may not be placed inside of a recycling container due to inadequate capacity.

Contractor shall contact the City's representative if the janitorial staff or supervisor is in doubt regarding the proper separation of materials due to an office clean-out.

Contractor is encouraged to contact the City's representative to apprise them of improper separation of materials by City staff. Materials listed below should be separated for recycling by City office staff:

Newspapers	Magazines	Office Paper
Junk Mail	Envelopes	Phone Books
Blueprints	Catalogs	Paper Bags
Computer Paper	Colored Paper	Aluminum Cans
Tin (steel) Cans	Pie Pans	All glass bottles and jars
Empty Aerosol cans	Milk Jugs	Soda, Water and Juice Bottles
Flattened Cardboard Boxes		All other plastic bottle or containers

Contractor shall meet with the City's representative a minimum of once every six months to review their performance related to the requirements under this section.

IV. Equipment and Supplies: Contractor will provide the City with records to indicate the specifications, details and any other information available concerning the supplies and equipment used at City facilities.

Supplies and materials used in performing the scope of services contained herein under this agreement shall conform to the following specifications listed in the chart below: (any non-conforming specification must be provided in the blank column for consideration and approval by the City)

Janitorial Supply Specifications***

ITEM	MINIMUM/ REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS ⁽¹⁾
LINERS		
1	Heavy duty small trash can liner	Grainger, 500 count, 10 gallon, 24 x 23, black or approved functionally equivalent
2	Heavy duty medium trash can liner	Grainger, 250 count, 20-30 gallon, 30 x 36, black or grey, or approved functionally equivalent
3	Heavy duty large trash can liner	100 per case, 40-50 gallon, gray, 90 lb or approved functionally equivalent
PAPER SUPPLIES		
4	Toilet tissue, coreless roll	2-ply, 1000 sheets per roll, 36 rolls/case or approved functionally equivalent.
5	Toilet tissue to match various dispensers	2-ply, white, Kleenex Cottonelle, or approved functionally equivalent
6	Paper towels, single fold to match various dispensers	Must fit each specific dispenser at each location (to be noted during facility walk-through)
7	Paper towels, multifold to match various dispensers	Must fit each specific dispenser at each location (to be noted during facility walk-through)
8	Toilet Seat covers	Waxie, or equivalent, 250 Count, 20 pack/case or approved functionally equivalent.
9	Paper Towels, EnMotion, used in two City Dispensers	10'' x 800', 6 rolls/case, touchless roll or approved functionally equivalent.

	ITEM	MINIMUM/ REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS ⁽¹⁾
	JANITORIAL SUPPLIES		
10	Glass cleaner	Trigger Spray Bottle, non-streaking	
11	Disinfectant Aerosol	Must be: pseudomoacidal, viricidal against HIV, salmonellacidal, bactericidal, fungicidal, staphylocidal, tuberculocidal	
12	Urinal deodorizing screens	Waxie, deluxe urinal deodorizing screen, 12/ea or approved functionally equivalent	
13	Soap- liquid hand cleaner	Gojo Castulian Ltn Soap	
14	Hand soap Push Pack	Waxie, push pack, pink lotion, 33.8 fl. Oz. or approved functionally equivalent	
15	Hand soap medicated	Provon Medicated Lotion soap with Chlovoxylenal, 33.8 fl. Oz. or approved functionally equivalent	
16	Toilet bowl cleaner	Acid Base, Squeeze Bottle	
17	Industrial strength disinfectant	Lysol or approved functionally equivalent	
18	Furniture polish	Pledge or approved functionally equivalent.	
19	Cleanser	Comet or approved functionally equivalent, cleaner with chlorinal	
20	Room Deodorizer	Air Freshener, Airlift Aerosol, or approved functionally equivalent.	
21	Industrial strength bleach	Any brand	
22	Floor Stripper	Baseboard Stripper or approved functionally equivalent*	
23	Carpet Stain Remover	Spray Bottle*	
24	Mop cleaner	Any brand*	
25	Carpet Shampoo	for Carpet Cleaning Machines*	
26	Floor Wax	Any brand*	

* For treatment of various types of flooring, carpeting, etc., only materials recommended and approved by the flooring manufacturers shall be used. It shall be the prime responsibility of the successful bidder to protect the owner's property at all times, and to use only materials and treatments that will enhance the appearance of the flooring, etc., and preserve the surface against deterioration.

⁽¹⁾ Actual specifications must be provided in this column for any non-conforming specification

Mechanical and other Equipment ***

Brooms, brushes, mops, rags, waxes, vacuums, buckets, gloves, carts, paper goods, all ancillary supplies, tools and components, and other janitorial supplies, as well as all power equipment such as floor machines, vacuum systems, and all other equipment will be furnished by the successful bidder, and must be approved by the City.

If for any reason the Contractor fails to provide adequate supply of the above mentioned materials during the work day, any supplies furnished by the City shall be done at the expense of the contractor.

Contractor shall allow the City's representative to inspect facilities during office hours to assure compliance with the service agreement. Upon request, the Contractor shall provide the City with written certification of all services and supplies provided to the City.

V. Task/ Specific Duty Requirements for Each City Facility (Please see attachment A)

The City's RFB for the provision of janitorial supplies and services and the Contractor's bid and statement of qualifications in response thereto is incorporated herein by reference, provided that any inconsistencies or differences between said documents and this agreement shall be resolved in favor of this agreement.