



Building Maintenance Division
100 Lincoln Centre Drive
Foster City, CA 94404

August 6, 2019

SUBJECT: Request for Proposals – Janitorial Services of City Buildings

Dear Contractor,

You are invited to submit a proposal to provide janitorial services to the City of Foster City as outlined and delineated on the enclosed Scope of Services. Proposals are due to the office of the Building Services Division at the Corporation Yard, 100 Lincoln Centre Drive, Foster City, CA 94404, **before 4:00 P.M., Friday, August 23, 2019.**

PROJECT REQUIREMENTS

The work includes furnishing all labor, equipment, and cleaning agents/chemicals required to complete the work at various sites throughout the City. Your proposal must include the required services at each of the facilities listed below and detailed in the Request for Proposal.

- Library/Community Center (1000 E. Hillsdale Boulevard)
- Corporation Yard Administration Building, Training Center, Locker Rooms, Lunch Room (100 Lincoln Centre Drive)
- Recreation Center/Senior Wing (650 Shell Blvd.)
- The VIBE Teen Center (670 Shell Blvd.)
- Police Station (1030 East Hillsdale Blvd.)
- Council Chambers (620 Foster City Blvd.)
- City Hall (610 Foster City Blvd.) and Emergency Operations Center (First Floor 1040 East Hillsdale Boulevard)
- Fire Administration (Second Floor 1040 East Hillsdale Blvd.)

Some facilities require service year-round including holidays as outlined in the Request for Proposal.

Proposers are required to provide separate cost proposals for the Fire Station Administration portion of the Scope of Work, which is commensurate with the expected workload associated with that space, including the cost for materials and staffing required, as if it were being serviced as a separate facility.

In addition to routine service, the City is requesting pricing and proposals for emergency, on-call service and additional janitorial services associated with special events, as needed. The City requests a flat, not-to-exceed fee for routine service. Emergency services and additional calls for service may be proposed at an hourly rate or at a per-job rate. Proposals must clearly define the fee for routine service and

Contractor's expected payment schedule.

CONTRACT

The initial contract period for the janitorial services shall be from October 1, 2019 to September 30, 2020. The contract may be renewed in one-year (12 months) increments up to four (4) additional years, at the discretion of the City.

The successful proposer will be required to enter into and abide by the terms of the City's Agreement for Janitorial Services which is included in the Request for Proposal as an attachment, including all insurance requirements. Proposals are expected to be prepared to include these requirements.

PROPOSALS

Each proposer must submit five (5) copies of the proposal, incorporating all requirements set forth in this Request for Proposal. Proposals shall include the following information:

- (1) Cover Letter (1-page) containing at a minimum:
 - a. Company name
 - b. Contact name, address, phone number, fax number, and email address
 - c. Acknowledgement of receipt of any and all addenda (list number and date of issuance)

- (2) General Information
 - a. Description of firm/team
 - b. Legal company organization; organization chart with names
 - c. List of applicable licenses

- (3) Team Experience & Qualifications
 - a. Applicant's overall reputation, service capabilities and quality as it relates to this project.
 - b. Brief description of each team member's role.
 - c. A list of other cities and towns in Northern California, for which contracts have been completed or are currently in force, during the past five (5) years.
 - d. Proposed sub-consultants and/or subcontractors and the method of sub-consultants/subcontractor selection, if applicable.
 - e. Current workload and ability to proceed promptly.
 - f. Willingness to abide by the City's standard form Agreement for Janitorial Services.
 - g. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.

- (4) Relevant factors impacting the quality or value of work

- (5) Include the completed **BID PROPOSAL FORM** in a separate sealed envelope.

Proposals will be evaluated based on the information outlined in this Request for Proposal. Proposal price alone will not be the sole determining factor in the selection of the contractor for this work. The City will evaluate each of the proposers' qualifications and references and may conduct interviews with the proposers to provide an opportunity for proposers to demonstrate their qualifications for the proposed services. From these processes, the City will select a contractor and negotiate a final fee for the services

delineated in the Scope of Services. The contractor must be ready to execute an Agreement for Janitorial Services within ten (10) days of award of the contract. The proposal submitted in response to this Request for Proposals will be included as part of the Agreement with the selected contractor.

REQUESTS FOR ADDITIONAL INFORMATION

The City reserves the right to seek clarification or additional information from any vendor throughout the solicitation process. The City may require a Vendor's representative to answer questions during the evaluation process with regard to the Vendor's proposal. Failure of a Vendor to demonstrate that the claims made in its proposal are accurate may be sufficient cause for deeming a proposal non-responsive.

MANDATORY PRE-BID CONFERENCE MEETING

All proposers are required to schedule a mandatory walk-through of the eight (8) City locations with Building Maintenance staff prior to submitting a proposal. Walk-throughs can be scheduled by contacting Lead Building Maintenance Worker Felipe Garcia at 650-740-7118 or fgarcia@fostercity.org. Allow four (4) hours for this meeting.

Sincerely,

Kurt Zander
Building Maintenance Manager

Enclosures:

- (1) Scope of Services
- (2) Agreement for Janitorial Services (draft)
- (3) City of Foster City Bid Proposal Form

COUNTY OF SAN MATEO, CALIFORNIA



PARKS AND RECREATION DEPARTMENT
BUILDING MAINTENANCE DIVISION

Request for Proposals:

CITYWIDE JANITORIAL SERVICES

Bids Due:

August 23, 2019 before 4pm

610 Foster City Boulevard, Foster City

NOTICE

Mandatory Pre-Bid Walk-Through

Must be Scheduled Prior to Submitting Proposal

**CITY OF FOSTER CITY
REQUEST FOR PROPOSAL
JANITORIAL MAINTENANCE OF CITY BUILDINGS**

1. DUTY OF CONTRACTOR:

The work covered by these specifications involves janitorial cleaning services for buildings owned by the City of Foster City (CITY). The selected proposer (CONTRACTOR) will have the primary responsibility for all cleaning activities, which is more fully detailed in the Service Schedule herein. The Service Schedule provides a general outline of major tasks included in the work and shall not be construed to be a complete listing of all cleaning tasks required to perform the required work to the CITY's standards.

2. HOURS OF SERVICE:

Janitorial work is generally to be performed during "non-working hours" (between 5:00 PM and 8:00 AM) unless more specifically described herein. CONTRACTOR shall provide emergency response service twenty-four (24) hours per day. The response time for arrival on site to perform emergency work ordered by CITY shall be no more than three (3) hours from the CITY's call. Emergency work will be completed as soon as reasonably possible, given the availability of materials necessary to remediate the emergency condition.

3. SERVICE SCHEDULE:

CONTRACTOR shall provide service according to the following schedule:

a. LOCATION AND SERVICE SCHEDULE

Location	Facility Operating Hours	Service Schedule	Notes
Library/Community Center 1000 E. Hillsdale Blvd	<i>Library</i> Mon-Th 10am-9pm Fri 10am-6pm Sat 10am-5pm Sun 1-5pm	7 days a week 10pm-8am	Two-story building consisting of restrooms, offices, meeting rooms, large multi-purpose room, and patio. The facility hosts community programming, events, meetings and classes.
	<i>Community Center</i> Mon-Fri 8am-10pm Sat 1pm-Midnight Sunday Closed*	7 days a week 10pm-8am	

Location	Facility Operating Hours	Service Schedule	Notes
Corporation Yard <i>Administration Building, Training Center, Locker Rooms, Lunch Room</i> 100 Lincoln Centre Drive	Monday through Friday, 7am-6pm; Saturday and Sunday, Closed.	5 days a week Mon-Fri 7pm-7am	Two-story building that houses administrative offices of the Parks, Building Maintenance, Public Works, and Vehicles Department.
The VIBE Teen Center 670 Shell Boulevard	Mon- Th 8am-6:30pm Fri 8am-10pm Sat-Sun* Closed with an occasional rental group	7 days a week Mon-Th 7pm-8am Fri –Sat* 11pm-8am	Afterschool center for youth and teens. Rooms include offices, restrooms, classrooms, multi-purpose room, patio, and kitchen. Program features daily youth activities and a facility rental program.
Location	Operating Hours	Service Schedule	Notes
Recreation Center/ Senior Wing 650 Shell Boulevard	Mon-Th, Su 7am-10pm Fri-Sat* 8am-12am	7 days a week Mon-Th, Su 10pm-7am Fri –Sat* 12am-7am	One-story building consisting of administrative offices, classrooms, meeting rooms, two kitchens, a preschool program, dance room, ceramics studio, and ballroom. Daily programming, facility rentals and events occur most weekends.
Police Station 1030 East Hillsdale Boulevard	24-hour a day 7 days per week	7 days a week 6pm-6am	Secure one-story building consisting of administrative offices and meeting spaces. Janitorial personnel entering the building must check in and out with Police personnel.
Council Chambers 620 Foster City Boulevard	Monday through Friday, 8am-6pm; first and third Mondays and Thursdays until 11pm; Saturday and Sunday, Closed.	3 days a week Mon, Wed, Fri 11pm-6am	Adjacent to City Hall, Council Chambers consists of meeting rooms, restrooms, and foyer. Occasional special meetings will be announced.
City Hall 610 Foster City Boulevard	Mon-Fri 7am-7pm Sat-Sun Closed	5 days a week Mon-Fri 7pm-7am	City Hall houses the administrative offices in a three-story structure.
Emergency Operations Center 1040 East Hillsdale Boulevard, First Floor			The Emergency Operations Center consists of a meeting room, hallway, restrooms and elevator.

Location	Facility Operating Hours	Service Schedule	Notes
Fire Administration 1040 East Hillsdale Boulevard, Second Floor	Mon- Fri 8am-6pm Sat-Sun Closed	5 days a week Mon-Fri 6pm-6am EOC* 7 days a week 6pm- 6am	Located in City Hall, Fire Administration houses administrative offices.

* Recreation Center, Community Center, Emergency Operations Center, and The VIBE Teen Center weekend hours may vary depending on the facility rental schedule. CITY staff will provide an event calendar each month.

b. SUMMARY OF WORK TO BE PERFORMED:

The following is a general summary of the work to be performed. The list of tasks by building, space, and frequency is outlined in the City of Foster City Janitorial Services Scope of Work, attached hereto as Exhibit A.

Typical Daily Tasks:

1. Vinyl and Linoleum – sweep with an anti-dust treated mop. Wet mop large meeting rooms, kitchens, locker rooms and ceramics room floors.
2. Carpet and Mats – vacuum high traffic areas (main entries at all doors, lobbies, main corridors in buildings and open areas).
3. Drinking Fountains – clean, disinfect and polish.
4. Glass and Windows – spot clean all interior and exterior glass surfaces in building entrances and lobby to a height of 8”; removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas. Cleaning of glass areas shall include window and door frames and shall extend the full distance of the entrance.
5. Wastebaskets/Trash Containers – empty and reline plastic liners when dirty, ripped, or damaged with appropriate size and strength. Replace plastic liners on a monthly basis regardless of condition. Remove all other boxes, cardboard and containers to designated dumpsters. Break down all cardboard boxes before discarding in dumpster.
6. Recycle containers – empty on an as-needed basis into large recycle bins for pick-up by garbage collection service.
7. Restrooms – clean and disinfect all sinks, urinals, toilets, partitions, countertops, and plumbing. Damp mop floors with NABC disinfectant; clean and polish chrome and stainless fixtures; clean, disinfect and deodorize interior and exterior of sanitary napkin depositories; replace disposal bags and plastic trash liners. Clean mirrors to be streak free; install disinfectant in

floor drains and deodorizers in urinals. Fill all dispensers (soap, toilet paper, seat covers, paper towels, sanitary supplies).

8. Showers, Locker Rooms, Dressing Rooms – clean and disinfect all walls, floors, and curtains. Entire area to be free of streaks, soap scum, fungi, mildew, hair, urine deposits, and unpleasant odors. Install disinfectant in floor drains, disinfect HVAC vents and diffusers, clean light fixtures, polish chrome and stainless fixtures and clean mirrors to be streak free. Vacuum carpet areas and remove all stains. Clean and disinfect lockers inside and outside if unlocked. Do not disturb private belongings.
9. Kitchen Sinks, Counters Tabletops and Appliances – wash and disinfect.
10. Classroom/Meeting Room Countertops, Sinks, Fixtures – damp wipe.

Typical Weekly Tasks (to be performed at least once per week):

1. Vinyl and Linoleum – damp or wet mop using warm water with commercial-grade cleaner that leaves no visible or sticky cleaner residue when dry. Rinse, if necessary, with clear, warm water and clean mop. Wipe any and all baseboards free of moisture and dirt. Protect all wall surfaces.
2. Stone, Marble, Slate, Granite, Ceramic Tile Travertine Floors, Stairs – damp mop with good quality cleaner recommended for the surface type on a dedicated mop. Ensure that floors are free of dust, dirt, cleaning material residue, streaks, mop strands, grease, and spills and thoroughly maintained to present an acceptable gloss. Protect walls from splashing and wipe baseboards of moisture and chemicals. Polish wood moldings if necessary to prevent moisture damage.
3. Carpet and Mats – vacuum with an industrial grade vacuum the entire carpeted area, including under chairs, tables, around furniture legs, and behind desks and furniture. Return moved items to their original position. Pick up staples and other hard to remove items by hand. The carpet shall be free of visible dirt, litter, and soil.
4. Wall, Doors, and Ceilings – remove any and all fingerprints, smudges, dirt or accumulations.
5. Doors and Entrances – clean and polish interior and exterior surfaces to a height of 8”, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations the full distance of the entrance front.
6. Dusting – remove all accumulated dust, dirt, and debris from the surfaces, corners, crevices of all shelving, desks, bookcases, tables, partition tops,

window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of it into the air. Desktops are to be dusted only if papers have been removed.

7. Recreation Center Kitchen – damp wipe cabinet fronts and pulls, towel dispensers, and exterior of appliances (refrigerator, freezer, microwave, stove and ovens).
8. Classroom/Meeting Room Fixtures and Sinks – clean and sanitize.
9. Staircases and Railings – dust and wipe all staircase areas, including all railings and areas around and underneath stairs, vacuum carpet areas, spot clean carpet.
10. Door Handles and Light Switches – use damp cloth to remove all smudges, fingerprints and dirt; apply disinfectant.
11. Janitorial Closets – clean, organize, and stock on a regular basis and maintain all MSDS information in each closet.

Typical Monthly Tasks (to be performed at least once per month):

1. Vinyl and Linoleum – clean and wax (exclude restroom floors). In high traffic areas, dust entire floor and all corners with treated mop, damp mop and remove any spots or stains. Allow flooring to dry completely. Apply wax, feathering out to corners. Corners are to be waxed only as part of complete stripping process.
2. Carpet and Mats – spot clean high-traffic areas (main entries at all doors, elevator lobbies, and elevators and where food is available, main corridors). Evenings and/or weekends will be required.
3. Dusting – remove accumulated dust, dirt, debris, and cobwebs from the surfaces, corners, crevices, light fixtures, window coverings, window ledges, doorframes and jambs and blinds as needed. Clean HVAC vent and ceiling tiles.
4. Stairwells – dust, vacuum, and wet mop interior of all stairwells, including interior fire escape staircases.
5. Furniture – clean and polish wooden furniture with approved polish as needed. Do not disturb any paperwork or desks, tables, and files. Vacuum upholstered furniture.

6. Kitchen Floors – mop, degrease and disinfect all kitchen floors with disinfectant. Refinish, if necessary, to maintain original appearance. Recreation Center and Teen Center kitchen appliances- damp wipe exterior of appliances (refrigerator, freezer, stove, microwave and oven).
7. Recreation Center Ceramics Room – clean clay trap and air vents under 10ft.
8. Wastebaskets/Trash Containers – wash and disinfect all wastebaskets and trash containers in all interior locations.

Typical Quarterly Tasks (to be performed at least once every three months):

1. Vinyl and Linoleum – degrease, mop with disinfectant and machine scrub floors.
2. Carpet (high traffic areas) – thoroughly vacuum, clean with good-quality cleaner and/or solvent, hot-water steam and vacuum extraction. Cover wet traffic areas with paper until dry. Use ventilating fans to hasten drying. Use water-resistant coated pads under furniture.
3. Interior Glass and Windows, Including Skylights – clean interior glass surfaces, remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations. Cleaning of interior glass areas shall include window frames and ledges.
4. Air Vents, Thresholds, Grease Traps, and Grills – clean.

Typical Semi-Annual Tasks (to be performed at least two times per year):

1. Stone, Marble, Slate, Granite, Ceramic and Travertine Floors, Stairs – use a conventional (buffer) machine with a 3M blue cleaning pad and a trigger spray bottle with clean water to buff. Let floor dry. Follow with a dust mopping and then a damp mopping. Let floor dry. Apply two (2) coats of floor finish. Ensure that floor is thoroughly dry between coats. Within 24 hours of last application of finish, buff with a high-speed buffing machine (1,100rpm). Protect wall finishes and wipe down baseboards to be free of moisture and residue. Polish as needed.
2. Carpet (classrooms) – thoroughly vacuum all areas, clean as needed with good-quality cleaner and/or solvent, hot-water steam and vacuum extraction. Cover wet traffic areas with paper until dry. Use ventilating fans to hasten drying in heavy-use areas. Use water-resistant coated pads under furniture.
3. Exterior Glass and Windows, Including Skylights – clean all exterior glass surfaces, removing any and all fingerprints, smudges, dirt, cobwebs, insects,

grease, oils or accumulations. Cleaning of exterior glass areas shall include window frames and ledges.

c. CONTRACTOR PROHIBITIONS:

1. Contractor may not store unrinsed or dirty mops or mop buckets in the storage areas.
2. Contractor may not make unauthorized alterations to the building.
3. Contractor may not use equipment or any portion of the facilities not related to performance of this Service Schedule.
4. Contractor may not use product that will cause damage to any surfaces or use any chemicals not approved by CITY.

d. General Provisions Regarding Floor Coverings:

Floor coverings vary in each building. They may include, but are not limited to: carpet, vinyl, terrazzo, ceramic tile, concrete, and wood floor coverings.

1. CONTRACTOR shall be responsible for performing the prescribed and appropriate cleaning method for each type of floor covering.
2. A double mop system shall be used. Restroom mops shall be different from mops used for all other areas.

4. ADDITIONAL SERVICES:

CONTRACTOR, as the provider of janitorial services for CITY, shall be required to provide additional services as requested by the Building Maintenance Manager. The Building Maintenance Manager shall make such requests for additional non-emergency services with 48-hour notice. The 48-hour noticing requirement shall not apply, however, should the Manager determine that the service is an emergency, and required for public health and safety. In case of an emergency, CONTRACTOR shall provide service within three (3) hours of notification by CITY.

5. CONTRACTOR STAFFING AND BUILDING ACCESS:

CONTRACTOR shall provide labor, equipment, tools, supplies (unless otherwise noted), supervision, management, and other resources and services needed to perform the required work.

Employees of CONTRACTOR are subject to final approval by CITY and will be required to adhere to CITY safety regulations and policies. CONTRACTOR agrees that it will, upon notice, immediately remove any supervisor or employee who is unsatisfactory to CITY.

CONTRACTOR shall not represent that it or its employees are agents or employees of CITY.

CONTRACTOR shall ensure that its personnel are thoroughly trained in and qualified for the work assigned. Prior to working in any CITY building, personnel shall

have received training in Cal/OSHA's Hazardous Communication Program and proper bloodborne pathogen procedures using an established program, or shall be immediately supervised by an employee so trained and qualified.

Only assigned personnel will be permitted on CITY premises. A list of employees and potential employees, which includes dates of birth, social security numbers, and valid IDs shall be submitted to the Building Maintenance Manager. CONTRACTOR shall provide Department of Justice background checks on all employees proposed for work assignment at the Police Department. CITY reserves the right to conduct background checks and reject any employee that represents a liability or potential liability. All CONTRACTOR employees shall display identification cards or uniform shirts that include their name and company at all times.

CONTRACTOR'S employees are required to provide service in such a way as to not interfere with CITY activities. A schedule of CITY activities will be supplied to the CONTRACTOR monthly or more frequently, as necessary.

CONTRACTOR shall establish and implement methods of ensuring that keys are not lost or misplaced and are not used by unauthorized persons. No keys shall be duplicated. Lost keys shall be reported immediately to the Building Maintenance Manager. Costs associated with key replacement and/or re-keying locks because of a lost key will be the sole responsibility of CONTRACTOR.

6. SUBCONTRACTORS:

CONTRACTORS shall not assign, transfer, or enter into any subcontract under this Agreement, nor any part thereof, without first obtaining the written consent of the Building Maintenance Manager or his/her designee. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed by CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work shall be considered employees of CONTRACTOR. CITY shall communicate directly with and shall make all payments to CONTRACTOR.

7. MATERIALS:

CITY shall provide CONTRACTOR toilet tissue, paper towels, trash can liners, hand soap, toilet seat covers, and cleaning equipment. CONTRACTOR shall provide all cleaning agents/chemicals. All cleaning supplies shall be approved by CITY prior to use. CONTRACTOR may consult with CITY on specific materials currently in use by CITY. All cleaning products used by CONTRACTOR must comply with current "Green" standards and requirements.

CONTRACTOR shall submit to CITY twelve (12) copies of MSDS data sheets for all CITY-approved CONTRACTOR-supplied materials and cleaning products in use by CONTRACTOR.

8. STANDARDS OF PERFORMANCE:

CONTRACTOR shall ensure that CITY buildings are continually maintained in a manner consistent with highest industry standards and shall provide regular and systematic inspections by its own supervisory personnel of all premises where services are performed. Written documentation of inspections must be maintained by CONTRACTOR and may be reviewed by CITY upon request.

Performance standards shall include, but not be limited to:

1. The absence of litter or undesirable debris;
2. The absence of dust on surfaces;
3. The complete, comprehensive and thorough cleaning of any item, including corners, inside, outside, top and bottom, under and over all surfaces;
4. The absence of surface marks, spills spots, marks, soil or other residue;
5. The absences of soil, wax or other buildup;
6. The absence of germs, bacteria, fungus, molds and other sources of infections; and
7. The immediate reporting to Building Maintenance staff of all problems that require repair.

9. RECORD KEEPING:

CONTRACTOR shall document and record all work performed other than daily services, showing date of performance, area where work was performed, and percentage of work performed. Records will be made available to the Building Maintenance Manager upon request.

10. SUPERVISION:

CONTRACTOR agrees that its performance of each of the provisions of this Agreement shall be to the standards set by CITY's Building Maintenance Manager or his/her designee to insure cleanliness, health, and sanitation within CITY. All work shall be done in a thorough and professional manner in accordance with generally accepted business practices in the industry. CONTRACTOR shall designate a contact person to be available daily during business hours, as well as a contact person(s) to be available daily during off-hours for emergencies.

11. SAFETY; ACCIDENTS; EQUIPMENT SAFETY:

CONTRACTOR shall post proper signage around all maintenance activities and ensure safe work sites. Restrooms must be closed to the public during maintenance activities.

Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to CITY's Building Maintenance Manager or his/her designee. The CITY Building Maintenance Manager or his/her designee shall receive a copy of any written reports of incidents on CITY property.

CONTRACTOR shall protect public and private utilities from damage, including all water, sewer, gas, or other conduits, all hydrants, and all other property that could become damaged during the process of providing these services.

12. HOLIDAYS:

Janitorial services will not be required on the following official CITY holidays in any building except the Police Station, which is open on all holidays and will require service:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day (NOTE: Recreation Center/Senior Wing restrooms and trash receptacle require service on Independence Day.)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

13. LIQUIDATED DAMAGES:

When CONTRACTOR fails to perform the services required in this agreement as specified, CITY shall have been damaged by that lack of performance. CONTRACTOR shall agree to the following liquidated damages:

1. If CONTRACTOR personnel fail to report for duty and complete tasks on days defined in the Service Schedule in section 3, CITY will enforce liquidated damages of one-hundred dollars (\$100) per occurrence to be deducted from the monthly invoice. CONTRACTOR will be notified by telephone or email within twenty-four (24) hours of failure to report and assessment of liquidated damages.
2. If CONTRACTOR fails to perform any required service or any part of a required service, CONTRACTOR will be notified by telephone or email within twenty-four (24) hours of the failure to perform and performance will be required within twenty-four hours after receipt of such telephone call or email. If the contracted service does not occur within twenty-four (24) hours after receipt of such

telephone call or email, CITY will be damaged and liquidated damages of one-hundred dollars (\$100) per occurrence will be deducted from the monthly invoice. Liquidated damages of one-hundred dollars (\$100) per occurrence will continue to be assessed per day until the required service is performed.

14. CITY RESPONSIBILITIES:

CITY shall manage its building and facilities operations. CITY shall maintain adequate emergency backup supply and stock of toilet tissue, paper towels, trash can liners, hand soap, and toilet seat covers.

15. LAWS AND REGULATIONS:

CONTRACTOR acknowledges that it has knowledge of all provisions of all Federal, State, and local laws, ordinances, and regulations pursuant to performing the work, and CONTRACTOR agrees to observe all of the terms of all applicable laws and ordinances that may hereafter be in effect, and all amendments thereto, and agrees to observe such regulations as they may be enacted by City Council during the term of the Agreement.

16. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

CONTRACTOR shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorney fees, and costs of defense which may be caused by CONTRACTOR's performance of the work, whether such performance be by its employees or agents, its subcontractor(s), or anyone directly or indirectly employed by CONTRACTOR or its subcontractors and whether such damage shall accrue or be discovered before or after termination of the Agreement. Full insurance and indemnity requirements are included in the Agreement for Janitorial Services.

ATTACHMENT:

Exhibit A – City of Foster City Janitorial Services Scope of Work

Exhibit B – Agreement for Janitorial Services (draft)

Exhibit A - City of Foster City Janitorial Services Scope of Work

Facilities:

- RC: Recreation Center, 650 Shell Boulevard
- CC: Community Center, 1000 E. Hillsdale Boulevard (Second Floor)
- VT: The VIBE Teen Center, 670 Shell Boulevard
- GC: Government Center (City Hall 610 Foster City Boulevard., Council Chambers 620 Foster City Boulevard, Police Station 1030 E. Hillsdale Boulevard, Corporation Yard 100 Lincoln Centre Drive
- LI: Foster City Library, 1000 E. Hillsdale Boulevard (First Floor)
- FS: Fire Station, 1040 E. Hillsdale Boulevard

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
RC Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
RC Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B			C
RC Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
RC Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
RC Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
RC Restrooms	Air Vents (lower than 10')	a. Dust and Clean			A		
RC Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
RC Kitchens	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Kitchens	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Kitchens	Soap and Paper Towel Dispensers	a. Refill as needed	A				
RC Kitchens	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher)		A			
RC Kitchens	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
RC Kitchens	Air Vents (less than 10'), thresholds, grease traps, and grills	a. Clean				A	
RC Kitchens	Floors	a. Wet mop b. Degrease and mop with disinfectant c. Machine scrub tile floors	A			B C	
RC Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Offices	Furniture (desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
RC Offices	Floors	a. Vacuum as needed b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas if needed	A	B			C
RC Offices	Doors, windows, ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			
RC Offices	Light switches, and door handles	a. Dust and disinfect		A			
RC Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Lobby, Common	Furniture	a. Dust; place in correct locations		A			
RC Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors if needed	A	B		C	D
RC Lobby, Common	Windows and glass doors	a. Spot clean all glass	A				
RC Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A		B		
RC Ceramics	Counters, sinks, and fixtures	a. Damp wipe	A				
RC Ceramics	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Ceramics	Doors, ceilings, and walls	a. Remove all marks and cobweb			A		
RC Ceramics	Floors	a. Sweep, dust mop and/or damp mop floors b. Wet mop floor with hot water only	A	B			
RC Ceramics	Windows	a. Spot clean interior glass b. Remove all cobwebs	A		B		
RC Ceramics	Air vents (under 10'), thresholds, and clay trap	a. Clean out clay trap as needed b. Clean air vents and thresholds			A	B	
RC Classrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Classrooms	Floors	a. Sweep, dust mop all hard floors; vacuum carpeted areas as needed (around furniture if needed) b. Damp/wet mop floors c. Machine scrub all tile floors	A	B			C
RC Classrooms	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed		A			
RC Classrooms	Windows	a. Spot clean glass and remove all cobwebs		A			
RC Classrooms	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Classrooms	Soap and paper towel dispensers	a. Refill as needed	A				
RC Classrooms	Air vents(under 10') and thresholds	a. Clean			A		
RC Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
RC Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
RC Janitorial, Mechanical	Wastebaskets/Trash	a. Remove trash	A				
RC Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	X				
RC Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
RC Janitorial, Mechanical	Air vents and thresholds	a. Clean				A	
RC Lagoon Rm	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			
RC Lagoon Rm	Windows	a. Spot clean glass and remove all cobwebs		A			
RC Lagoon Rm	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Lagoon Rm	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed		A			
RC Lagoon Rm	Floors	a. Sweep, dust mop all hard floors b. Damp/wet mop floors	A	B			
CC Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
CC Restrooms	Urinal deodorant screens	a. Install	A				
CC Restrooms	Walls, doors, partitions, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc		A			

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Office (not Village office)	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Office (not Village office)	Floors	a. Vacuum as needed b. Vacuum entire carpeted area including under/around furniture	A	B			
CC Office (not Village office)	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs b. Clean entrance glass doors		A	B		
CC Office (not Village office)	Light switches and door handles	a. Dust and disinfect		A			
CC Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				
CC Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C D	
CC Entry, Lobby, Common	Elevators	a. Sweep floor; Damp wipe and polish walls and doors		A			
CC Entry, Lobby, Common	Staircases and railings	a. Sweep, dust, and wipe all staircase areas, including all railings and areas around and underneath stairs b. Dust and wet mop		A	B		
CC Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior c. <i>Clean exterior</i>	A			B	C-1x/year
CC Entry, Lobby, Common	Doors, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Class / Meeting Rooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Class / Meeting Rooms	Floors	a. Sweep, dust mop all hard floors; vacuum carpeted areas as needed b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C	D
CC Class / Meeting Rooms	Furniture	a. Dust and place furniture in correct locations		A			
CC Class / Meeting Rooms	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			
CC Class / Meeting Rooms	Windows	a. Spot clean all glass b. Clean interior c. <i>Clean exterior</i>	A			B	C-1x/year
CC Class / Meeting Rooms	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			
CC Class / Meeting Rooms	Soap and paper towel dispensers	a. Refill as needed	A				
CC Class / Meeting Rooms	Air vents and thresholds	a. Clean			A		
CC Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
CC Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
CC Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
CC Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
CC Janitorial, Mechanical	Air vents and thresholds	a. Clean				A	
VT Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
VT Restrooms	Urinal deodorant screens	a. Install	A				
VT Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B	C		
VT Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
VT Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
VT Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
VT Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
VT Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
VT Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
VT Restrooms	Air Vents and thresholds	a. Clean			A		
VT Kitchen	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
VT Kitchen	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
VT Kitchen	Soap and Paper Towel Dispensers	a. Refill as needed	A				
VT Kitchen	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher) b. Damp wipe interior of stove, microwave, and oven		A B			
VT Kitchen	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
VT Kitchen	Air Vents, thresholds, grease traps, and grills	a. Clean				A	
VT Kitchen	Floors	a. Wet mop b. Degrease and mop with disinfectant c. Deep scrub	A		B	C	
VT Office, Conference, Study	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles. Empty recycling containers	A				
VT Office, Conference, Study	Furniture (including desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
VT Office, Conference, Study	Floors	a. Vacuum as needed b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas	A	B		C	
VT Office, Conference, Study	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs b. Clean HVAC vent and ceiling tiles		A	B		
VT Office, Conference, Study	Light switches, and door handles	a. Dust and disinfect		A			
VT Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
VT Entry, Lobby, Common	Furniture	a. Dust; place in correct locations b. Vacuum upholstered furniture		A	B		

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
VT Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				
VT Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo, extract carpeted floors	A	B		C D	
VT Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior	A			B	
VT Entry, Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors b. Remove all marks and cobwebs as needed	A	B			
VT Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
VT Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
VT Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
VT Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately	A				
VT Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
VT Janitorial, Mechanical	Air vents and thresholds	a. Clean				A	
VT Activity	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
VT Activity	Floors	a. Sweep, dust mop all hard floors b. Damp/wet mop floors c. Machine buff tile floors	A	B		C	
VT Activity	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
VT Activity	Windows	a. Spot clean glass and remove all cobwebs b. Clean interior		A		B	
VT Activity	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			
VT Activity	Paper towel and soap dispensers	a. Refill as needed	A				
VT Activity	Air vents and thresholds	a. Clean				A	
GC Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
GC Restrooms	Urinal deodorant screens	a. Install	A				
GC Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B		C	
GC Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
GC Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
GC Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
GC Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
GC Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
GC Restrooms	Air Vents (under 10') and thresholds	a. Clean			A		
GC Lunchroom	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
GC Lunchroom	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Lunchroom	Soap and Paper Towel Dispensers	a. Refill as needed	A				

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
GC Lunchroom	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher) b. Damp wipe interior of stove, microwave, and oven		A	B		
GC Lunchroom	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
GC Lunchroom	Air Vents, thresholds, grease traps, and grills	a. Clean				A	
GC Lunchroom	Floors	a. Wet mop b. Degrease and mop with disinfectant c. Strip and wax	A		B	C	
GC Conference	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Conference	Furniture (including desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
GC Conference	Floors	a. Vacuum b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas	A	B			C
GC Conference	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed b. Clean HVAC vent and ceiling tiles as needed		A	B		
GC Conference	Light switches and door handles	a. Dust and disinfect		A			
GC Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Entry, Lobby, Common	Furniture	a. Dust; place in correct locations b. Vacuum upholstered furniture		A	B		
GC Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
GC Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C D	
GC Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior c. Clean exterior	A			B	C
GC Entry, Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			
GC Entry, Lobby, Common	Elevator	a. Sweep floor; Damp wipe and polish walls and doors		A			
GC Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
GC Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
GC Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
GC Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				
GC Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
GC Janitorial, Mechanical	Air vents (under 10') and thresholds	a. Clean				A	
GC Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Offices	Floors	a. Sweep, dust mop all hard floors b. <i>Vacuum carpet</i> c. Damp/wet mop floors	A B	C			

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
LI Lunchroom	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
LI Lunchroom	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Lunchroom	Soap and Paper Towel Dispensers	a. Refill as needed	A				
LI Lunchroom	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher) b. Damp wipe interior of stove, microwave, and oven		A	B		
LI Lunchroom	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
LI Lunchroom	Air Vents (under 10'), thresholds	a. Clean				A	
LI Lunchroom	Floors	a. Vacuum and wet mop b. Degrease and mop with disinfectant	A		B		
LI Conference, Meeting	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Conference, Meeting	Furniture (including desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
LI Conference, Meeting	Floors	a. Vacuum b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas	A	B		C	
LI Conference, Meeting	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed b. Clean HVAC vent and ceiling tiles as needed		A	B		
LI Conference, Meeting	Light switches and door handles	a. Dust and disinfect		A			
LI Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Entry, Lobby, Common	Furniture	a. Dust and wiped down with disinfectant; place in correct locations b. Vacuum upholstered furniture	A		B		

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
LI Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				
LI Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C D	
LI Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior c. Clean exterior	A			B	C
LI Entry, Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			
LI Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
LI Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
LI Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
LI Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				
LI Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
LI Janitorial, Mechanical	Air vents (Under 10')and thresholds	a. Clean				A	
LI Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Offices	Floors	a. Vacuum carpet	A				
LI Offices	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			
LI Offices	Furniture	a. Dust; place in correct locations		A			

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
LI Offices	Windows	a. Spot clean all glass b. Clean interior c. Clean exterior	A			B	C

Per the terms of the Request for Proposal, the Cost for the Fire Station Administration Scope of Work that follows must be presented separately.

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
FS Entry/ Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
FS Entry/ Common	Furniture	a. Vacuum upholstered furniture			A		
FS Entry/ Common	Floors	a. Vacuum carpeted area b. Shampoo and extract carpeted floors	A-3x/week			B	
FS Entry/ Common	Swinging door, counter, door jambs, ceilings, and walls	a. Wipe down flat surfaces b. Remove all marks and cobwebs as needed	A	B			
FS Entry/ Common	Elevator	a. Sweep floor; b. Damp wipe and polish walls and doors		A			
FS Entry/ Common	Windows (interior)	c. Spot clean all glass d. Clean both interior sides		A	B		
FS Pole / Electrical	Trash Cans	a. Remove trash	A				

Exhibit A - City of Foster City Janitorial Services Scope of Work

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
FS Pole / Electrical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				
FS Pole / Electrical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
FS Pole / Electrical	Air vents (under 10') and thresholds	a. Clean				A	
FS Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
FS Offices	Floors	a. Vacuum carpeted area b. Shampoo and extract carpeted floors	A-3x/week			B	
FS Offices	Desks, Doors, windows, ledges, ceilings, and walls	a. Wipe down flat surfaces b. Remove all marks and cobwebs as needed	A	B			
FS Offices	Windows	a. Spot clean glass and remove all cobwebs b. Clean interior c. Clean exterior		A	B		C
FS Storage / Locker	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
FS Storage / Locker	Floors	a. Sweep, dust mop all hard floors b. Damp/wet mop floors	A-3x/week	B			
FS Storage / Locker	Doors, windows ledges, ceilings, and walls	a. Wipe down flat surfaces b. Remove all marks and cobwebs as needed	A	B			
FS Storage / Locker	Furniture	a. Dust; place in correct locations		A			

AGREEMENT FOR PRODUCTS AND/OR SERVICES
FOR
CITY-WIDE JANITORIAL SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2019 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONTRACTOR to provide a product and/or services to the CITY;
- B. That CONTRACTOR is qualified to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage CONTRACTOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by CONTRACTOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- B. Product. The product to be supplied by CONTRACTOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon October 1, 2019 and shall expire upon September 30, 2020. The contract

term may be renewed at the CITY's discretion for up to four (4) one-year (12 months) increments.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate CONTRACTOR for any product delivered and/or for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONTRACTOR for all products supplied or services performed by CONTRACTOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder for routine service shall not exceed the amounts identified in Exhibit B, attached hereto.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon CONTRACTOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be

available to CITY for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY
8. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the CITY is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the CITY.
9. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONTRACTOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify CITY and

Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONTRACTOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, CONTRACTOR must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing the additional insured coverage under CONTRACTOR's insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it. CONTRACTOR and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for

the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONTRACTOR/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

12. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

- 14. Notice. All notices required by this Agreement shall be given to the CITY and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attn: Kurt Zander, Building/Vehicle Maintenance Manager

CONTRACTOR: Name
Address
City, State, Zip
Attn: _____
Email Address: _____

- 15. Non-Assignment. This Agreement is not assignable either in whole or in part.
- 16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
- 17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
- 19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated

settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

20. Conflict of Interest. CONTRACTOR may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits A, B C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Sam Hindi, Mayor

ATTEST:

Dated: _____

Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated: _____

Jean Savaree, City Attorney

CONTRACTOR

Dated: _____

Type Name & Title of CONTRACTOR
Authorized to Sign

EXHIBIT A
SCOPE OF WORK and SCHEDULE
FOR
CITY-WIDE JANITORIAL SERVICES

Scope of Deliverables:

Scope of Services:

Project Schedule

EXHIBIT B

CONTRACTOR'S FEES and PAYMENT MILESTONES

Summary

Total Contract Services

Itemized Fees

Janitorial Services

Project Payment Schedule

Monthly

Milestone

Amount of Payment

Monthly Invoice

Should the CITY exercise its option to extend the term of the Agreement for any of the additional year-long extensions, pursuant to Section 2 of the Agreement, the not-to-exceed compensation paid to CONTRACTOR for routine service shall increase 3% and the itemized fees for emergency and additional work shall each increase 3%.

EXHIBIT C
ADDITIONAL TERMS and CONDITIONS

NONE

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**

610 Foster City Boulevard, Foster City, CA 94404

Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: () _____ DATE ISSUED: _____

Exhibit E
SPECIAL TERMS and CONDITIONS

- All janitorial staff servicing City facilities must be fingerprinted for the purpose of doing a background check prior to entering any buildings. This fingerprinting will be done through the Foster City Police Department at the CONTRACTOR's cost. All employees assigned to the contract must, prior to beginning of work, pass a criminal background check and be fingerprinted. Assignment of employees who fail the check or are fingerprinted prior to assignment will constitute a breach of contract.
- Any janitorial staff members entering or servicing the Police Station must be made available to complete Security and Awareness Training provided by CITY and complete all necessary documentation identified by CITY as necessary to comply with California Law Enforcement Telecommunications System (CLETS) regulations.
- Key access to the Police Station will not be given to the janitorial contractor. Janitorial Staff must check in with Police Department staff to be granted access to the building.