



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

July 16, 2024

**SUBJECT: Request for Proposal – 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 Request for Proposals and Scope of Services. Proposals are due to the office of the Building Services Division at the Foster City Corporation Yard, 100 Lincoln Centre Drive, Foster City, CA 94404, **before 4:00 P.M., Tuesday August 6, 2024.**

#### **PROJECT REQUIREMENTS**

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

- Library/Community Center (1000 E. Hillsdale Boulevard)
- Corporation Yard Administration Building, Training Center, Locker Rooms, Lunch Room (100 Lincoln Centre Dr.)
- Current and Temporary Recreation Center Facilities (to be determined prior to contract execution.) - **SEE NOTE BELOW**
- 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.)
- Emergency Operations Center (First Floor only at 1040 East Hillsdale Boulevard)

**Note: The current Recreation Center is anticipated to be demolished in Fall 2024. During construction, temporary “portables” will be used. Proposals must contain pricing for both the Temporary and Permanent facilities, but only one of these facilities will be serviced at any given time, depending upon the construction schedule.**

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, the hourly or per-job fee for non-routine work and the Contractor's expected payment schedule.

## CONTRACT

The initial contract period shall be from October 1, 2024, to September 30, 2026. The contract includes 36 months of contract term extensions by mutual agreement. These extensions may be exercised in increments from two (2) to twelve (12) months.

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 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 (up to 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 (up to 1 page) containing at a minimum:
  - 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. Statement 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, complete all required background activities and be

prepared to start work under the contract no later than October 1, 2024. 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 Administrative Assistant Jill Salvato at 650-286-3554 or [jsalvato@fostercity.org](mailto:jsalvato@fostercity.org). Allow four (4) hours for this meeting.

Sincerely,

Kurt Zander  
Building Maintenance Manager

Enclosures:

- (1) Request for Proposal
- (2) Scope of Services
- (3) Template Agreement for Janitorial Services (draft)
- (4) 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 6, 2024 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:**

- a. Regular janitorial work is generally to be performed during "non-working hours" (between 5:00 PM and 8:00 AM) unless more specifically described herein.
- b. 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 regular service according to the following schedule:

**a. LOCATION AND SERVICE SCHEDULE**

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

| Location   | Facility Operating Hours  | Service Schedule                                      | Notes   |
|--|---|---|---|
| Corporation Yard<br><i>Administration Building,<br/>           Training Center, Locker<br/>           Rooms, Bathrooms,<br/>           Parks Key Room,<br/>           Lunch Room, Vehicle<br/>           Maintenance<br/>           Office/Bathroom</i><br>100 Lincoln Centre<br>Drive | Monday through<br>Friday,<br>7am-6pm; Saturday<br>and Sunday, Closed.   | 5 days a week<br>Mon-Fri<br>7pm-7am                   | Two-story building that<br>houses administrative<br>offices of the Parks,<br>Building Maintenance,<br>Public Works, and Vehicles<br>Department. Single story<br>buildings with Vehicle<br>Maintenance, Locker<br>Rooms. Bathrooms, Parks<br>Key Room. |
| The VIBE Teen Center<br>670 Shell Boulevard  | Mon- Th 8am-6:30pm<br>Fri 8am-10pm<br>Saturday and Sunday<br>Closed with an<br>occasional rental<br>group                       | 7 days a week<br>Mon-Th 7pm-8am<br>Fri –Sat* 11pm-8am | Afterschool center for youth<br>and teens. Rooms include<br>offices, restrooms,<br>classrooms, multi-purpose<br>room, patio, and kitchen.<br>Program features daily<br>youth activities and a<br>facility rental program.                             |
| Police Station & Gym<br>1030 East Hillsdale<br>Boulevard   | 24-hour a day<br>7 days per week  | 7 days a week<br>6pm-6am                              | Secure one-story building<br>consisting of administrative<br>offices, gym and meeting<br>spaces. Janitorial<br>personnel entering the<br>building must check in and<br>out with Police personnel.   |
| Council Chambers<br>620 Foster City<br>Boulevard   | Monday through<br>Friday,<br>8am-6pm; first and<br>third Mondays and<br>Thursdays until 11pm;<br>Saturday and Sunday,<br>Closed | 5 days a week<br>Mon-Fri<br>11pm-6am                  | Adjacent to City Hall,<br>Council Chambers consists<br>of meeting rooms,<br>restrooms, and foyer.<br>Occasional special<br>meetings will be<br>announced.   |
| City Hall<br>610 Foster City<br>Boulevard<br><br>Emergency Operations<br>Center<br>1040 East Hillsdale<br>Boulevard, First Floor   | Mon-Fri 7am-7pm<br>Sat-Sun Closed   | 5 days a week<br>Mon-Fri 7pm-7am                      | City Hall houses the<br>administrative offices in a<br>three-story structure.<br><br>The Emergency Operations<br>Center consists of a<br>meeting room, hallway,<br>restrooms and elevator.  |
| Fire Station 1040 East<br>Hillsdale Boulevard<br><b>1st Floor ONLY</b>   | Mon-Fri 8am-6pm<br>Sat-Sun Closed   | 7 days a week<br>6pm-6am                              | Fire station first floor<br>contains<br>EOC meeting room,<br>Hallways, 2 restrooms &<br>gym   |
| Temporary Recreation<br>Center Facilities<br>Near 670 Shell Blvd*  | Mon-Fri 7am-7pm<br>Sat-Sun Closed   | 5 days a week<br>Mon-Fri 7pm-7am                      | Secured portables<br>consisting of administrative<br>offices and meeting spaces<br>and temporary bathroom.  |

| Location                                  | Facility Operating Hours                         | Service Schedule  | Notes  |
|---|--|---|--|
| Recreation Center<br>650 Shell Boulevard* | Mon-Fri 8am-10pm<br>Sat 9am-11pm<br>Sun 9am-10pm | 7 days a week<br>Mon-Fri 11pm-7am<br>Sat 12am-7am<br>Sun 11pm-7am | Administrative offices,<br>classrooms, meeting<br>spaces and restrooms |

\* 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.

Note: The current Recreation Center is anticipated to be demolished in Fall 2024. During construction, temporary “portables” will be used. Proposals must contain pricing for both the Temporary and Permanent facilities, but only one of these facilities will be serviced at any given time, depending upon the construction schedule.

**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 solid waste 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. Kitchens – 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 with disinfectant. Refinish, if necessary, to maintain original appearance. Damp wipe exterior of appliances (refrigerator, freezer, stove, microwave and oven).
7. 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 provide additional services as requested by the CITY 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 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 performing Services in a manner 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 proposed employee that represents a liability or potential liability based on the results of the background check. 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:**

CONTRACTOR 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. Contractor and any approved subcontractors will be expected to comply with the terms of the Agreement attached to the RFP.

**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 to insure cleanliness, health, and sanitation 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. COMMUNICATION:**

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 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 (Exception: Permanent/Temporary Recreation Center restrooms and solid waste receptacles require service on Independence Day.)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

**13. CITY RESPONSIBILITIES:**

CITY shall manage its buildings 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.

**14. CONTRACT TERM:**

The initial contract period shall be from October 1, 2024, to September 30, 2026. The contract includes 36 months of contract term extensions by mutual agreement. These extensions may be exercised in increments from two (2) to twelve (12) months.

**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 – T\*: Recreation Center - Temporary Trailers, Near 670 Shell Boulevard (3 classroom office/meeting portables & 1 restroom)
- RC – C\*: Recreation Center - Current Facility, 650 Shell Boulevard (scheduled to be replaced)
- CC: Community Center, 1000 E. Hillside 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. Hillside Boulevard, Corporation Yard 100 Lincoln Centre Drive)
- LI: Foster City Library, 1000 E. Hillside Boulevard (First Floor)

\* Note: The current Recreation Center is anticipated to be demolished in Fall 2024. During construction, temporary “portables” will be used. Proposals must contain pricing for both the Temporary and Permanent facilities, but only one of these facilities will be serviced at any given time, depending upon the construction schedule.

| Area                             | Item   | Work Description   | Daily | Weekly | Monthly | Quarterly | Semi-Annual |
|----------------------------------|--|--|-------|--------|---------|-----------|-------------|
| RC-T Restrooms<br>RC-C Restrooms | Sinks, toilets, urinals, partitions, countertops, and plumbing | A. Clean and disinfect   | A     |        |         |           |             |
| RC-T Restrooms<br>RC-C Restrooms | Walls, doors, and ceilings                                     | A. Spot clean; remove fingerprints, smudges, cobwebs, etc.   |       | A      |         |           |             |
| RC-T Restrooms<br>RC-C Restrooms | Floors   | A. Sweep<br>B. Damp/Wet mop with warm water and cleaner<br>C. Machine scrub floors   | A     | B      |         |           | C           |
| RC-T Restrooms<br>RC-C Restrooms | Wastebaskets/Trash   | A. Empty/clean/reline trash, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior) | A     |        | B       |           |             |
| RC-T Restrooms<br>RC-C Restrooms | Mirrors  | A. Clean mirrors to be streak free   | A     |        |         |           |             |

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

| Area                               | Item  | Work Description   | Daily | Weekly | Monthly | Quarterly | Semi-Annual |
|------------------------------------|---|--|-------|--------|---------|-----------|-------------|
| RC-T Restrooms<br>RC-C Restrooms   | Chrome/Stainless (door handles, rails, etc.)                | A. Clean and polish  | A     |        |         |           |             |
| RC-T Restrooms<br>RC-C Restrooms   | Sanitary Dispensers   | A. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed  | A     |        |         |           |             |
| RC-T Restrooms<br>RC-C Restrooms   | Air Vents (lower than 10')                                  | A. Dust and Clean  |       |        | A       |           |             |
| RC-T Restrooms<br>RC-C Restrooms   | Paper towel, seat covers, soap, and toilet paper dispensers | A. Refill as needed  | A     |        |         |           |             |
|                                    |   |  |       |        |         |           |             |
| RC-T Classrooms<br>RC-C Classrooms | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)                                   | A     |        | B       |           |             |
| RC-T Classrooms<br>RC-C Classrooms | Floors  | A. Sweep, dust mop all hard floors; vacuum carpeted areas as needed (around furniture if needed)<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors | A     | B      |         |           | C           |
| RC-T Classrooms<br>RC-C Classrooms | Doors, windows ledges, ceilings, and walls                  | A. Remove all marks and cobwebs as needed  |       | A      |         |           |             |
| RC-T Classrooms<br>RC-C Classrooms | Windows   | A. Spot clean glass and remove all cobwebs   |       | A      |         |           |             |
| RC-T Classrooms<br>RC-C Classrooms | Counters, sinks, and fixtures                               | A. Damp wipe<br>B. Clean and sanitize sinks and fixtures   | A     | B      |         |           |             |
| RC-T Classrooms<br>RC-C Classrooms | Soap and paper towel dispensers                             | A. Refill as needed  | A     |        |         |           |             |
| RC-T Classrooms<br>RC-C Classrooms | Air vents (under 10') and thresholds                        | A. Clean (vacuum/wipe down)  |       |        | A       |           |             |
|                                    |   |  |       |        |         |           |             |
| RC-C Kitchens                      | Sinks, counters, and fixtures                               | A. Clean, sanitize, and polish   | A     |        |         |           |             |
| RC-C Kitchens                      | Wastebaskets/Trash  | A. Empty/clean/reline trash receptacles; empty recycling containers<br>B. Wash and disinfect receptacles (interior and exterior)                               | A     |        | B       |           |             |
| RC-C Kitchens                      | 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 |
|--------------------|---|---|-------|--------|---------|-----------|-------------|
| RC-C 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-C Kitchens      | Walls, doors, and ceilings  | A. Spot clean; remove fingerprints, smudges, cobwebs, etc.  |       | A      |         |           |             |
| RC-C Kitchens      | Air Vents (less than 10'), thresholds, grease traps, and grills                 | A. Clean  |       |        |         | A         |             |
| RC-C Kitchens      | Floors  | A. Wet mop<br>B. Degrease and mop with disinfectant<br>C. Machine scrub tile floors   | A     |        |         | B<br>C    |             |
|                    |   |   |       |        |         |           |             |
| RC-C Offices       | Wastebaskets/Trash  | A. Empty/clean/reline trash receptacles; empty recycling containers<br>B. Wash and disinfect receptacles (interior and exterior)                | A     |        | B       |           |             |
| RC-C Offices       | Furniture (desks, chairs, tables, cabinets, etc., without disturbing paperwork) | A. Dust and place furniture in correct locations  |       | A      |         |           |             |
| RC-C Offices       | Floors  | A. Vacuum as needed<br>B. Vacuum entire carpeted area including under/around furniture<br>C. Shampoo, extract traffic carpet areas if needed    | A     | B      |         |           | C           |
| RC-C Offices       | Doors, windows, ledges, ceilings, and walls                                     | A. Clean entrance glass doors as needed<br>B. Remove all marks and cobwebs as needed  | A     | B      |         |           |             |
| RC-C Offices       | Light switches, and door handles  | A. Dust and disinfect   |       | A      |         |           |             |
|                    |   |   |       |        |         |           |             |
| RC-C Lobby, Common | Wastebaskets/Trash  | A. Empty/clean/reline trash receptacles; empty recycling containers<br>B. Wash and disinfect receptacles (interior and exterior)                | A     |        | B       |           |             |
| RC-C Lobby, Common | Furniture   | A. Dust; place in correct locations   |       | A      |         |           |             |
| RC-C 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-C Lobby, Common | Floors   | A. Sweep, dust mop all hard floors; vacuum traffic carpeted areas<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors<br>D. Shampoo and extract carpeted floors if needed | A     | B      |         | C         | D           |
| RC-C Lobby, Common | Windows and glass doors  | A. Spot clean all glass   | A     |        |         |           |             |
| RC-C Lobby, Common | Doors, window ledges, ceilings, and walls                      | A. Clean entrance glass doors as needed<br>B. Remove all marks and cobwebs as needed  | A     |        | B       |           |             |
|                    |  |   |       |        |         |           |             |
| RC-C Ceramics      | Counters, sinks, and fixtures                                  | A. Damp wipe  | A     |        |         |           |             |
| RC-C Ceramics      | Wastebaskets/Trash   | A. Empty/clean/reline trash receptacles; empty recycling containers<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| RC-C Ceramics      | Doors, ceilings, and walls                                     | A. Remove all marks and cobweb  |       |        | A       |           |             |
| RC-C Ceramics      | Floors   | A. Sweep, dust mop and/or damp mop floors<br>B. Wet mop floor with hot water only   | A     | B      |         |           |             |
| RC-C Ceramics      | Windows  | A. Spot clean interior glass<br>B. Remove all cobwebs   | A     |        | B       |           |             |
| RC-C Ceramics      | Air vents (under 10'), thresholds, and clay trap               | A. Clean out clay trap as needed<br>B. Clean air vents and thresholds   |       |        | 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      |         |           |             |
| CC Restrooms       | Floors   | A. Sweep<br>B. Damp/Wet mop with warm water and cleaner<br>C. Machine scrub floors  | A     | B      |         | C         |             |
| CC Restrooms       | Wastebaskets/Trash   | A. Empty/clean/reline trash, recycling and organics receptacles.<br>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 |
|--------------------------------|---|--|-------|--------|---------|-----------|-------------|
| CC Restrooms                   | Mirrors   | A. Clean mirrors to be streak free   | A     |        |         |           |             |
| CC Restrooms                   | Chrome/Stainless (door handles, rails, etc.)                | A. Clean and polish  | A     |        |         |           |             |
| CC Restrooms                   | Sanitary Dispensers   | A. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed                                | A     |        |         |           |             |
| CC Restrooms                   | Paper towel, seat covers, soap, and toilet paper dispensers | A. Refill as needed  | A     |        |         |           |             |
|                                |   |  |       |        |         |           |             |
| CC Wind Room + Kitchenette     | Sinks, counters, and fixtures                               | A. Clean, sanitize, and polish   | A     |        |         |           |             |
| CC Wind Room + Kitchenette     | Wastebaskets/Trash  | A. Empty/clean/ reline trash, recycling and organics receptacles.<br>B. Wash and disinfect receptacles (interior and exterior) | A     |        | B       |           |             |
| CC Wind Room + Kitchenette     | Soap and Paper Towel Dispensers                             | A. Refill as needed  | A     |        |         |           |             |
| CC Wind Room + Kitchenette     | Cabinets and appliances                                     | A. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances  |       | A      |         |           |             |
| CC Wind Room + Kitchenette     | Walls, doors, and ceilings                                  | A. Spot clean; remove fingerprints, smudges, cobwebs, etc.   |       | A      |         |           |             |
| CC Wind Room + Kitchenette     | Floors  | A. Wet mop<br>B. Degrease and mop with disinfectant  | A     |        | B       |           |             |
|                                |   |  |       |        |         |           |             |
| CC Patio                       | Floors  | A. Sweep patio floor   |       | A      |         |           |             |
| CC Patio                       | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles.<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| CC Patio                       | Windows and glass doors                                     | A. Spot clean glass as needed if smudged or dirty  |       | A      |         |           |             |
|                                |   |  |       |        |         |           |             |
| CC Office (not Village office) | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles;<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| CC Office (not Village office) | Floors  | A. Vacuum as needed<br>B. Vacuum entire carpeted area including under/around furniture   | A     | B      |         |           |             |

**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) | Doors, windows, ledges, ceilings, and walls | A. Remove all marks and cobwebs<br>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, recycling and organics receptacles<br>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<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors<br>D. Shampoo and extract carpeted floors | A     | B      |         | C<br>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<br>B. Dust and wet mop  |       | A      | B       |           |             |
| CC Entry, Lobby, Common        | Windows and glass doors                     | A. Spot clean all glass<br>B. Clean interior<br>C. Clean exterior   | A     |        |         | B         | C: 1x/Year  |
| CC Entry, Lobby, Common        | Doors, ceilings, and walls                  | A. Clean entrance glass doors as needed<br>B. Remove all marks and cobwebs as needed  | A     | B      |         |           |             |
|                                |   |   |       |        |         |           |             |
| CC Class / Meeting Rooms       | Wastebaskets/Trash                          | A. Empty /clean/reline trash, recycling and organics receptacles;<br>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 |
|---------------------------|--|---|-------|--------|---------|-----------|-------------|
| CC Class / Meeting Rooms  | Floors                                     | A. Sweep, dust mop all hard floors; vacuum carpeted areas as needed<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors<br>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<br>B. Clean interior<br>C. Clean exterior   | A     |        |         | B         | C: 1x/Year  |
| CC Class / Meeting Rooms  | Counters, sinks, and fixtures              | A. Damp wipe<br>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, recycling and organics   | 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<br>B. Damp/Wet mop with warm water and cleaner<br>C. Machine scrub floors   | A     | B      | C       |           |             |
| VT Restrooms              | Wastebaskets/Trash   | A. Empty/clean/reline trash, recycling and organics receptacles<br>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     |        |         |           |             |

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

| Area                         | Item  | Work Description   | Daily | Weekly | Monthly | Quarterly | Semi-Annual |
|------------------------------|---|--|-------|--------|---------|-----------|-------------|
| VT Kitchen                   | Wastebaskets/Trash  | A. Empty/clean/ reline trash, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| 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)<br>B. Damp wipe interior of stove, microwave, and oven |       | A<br>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<br>B. Degrease and mop with disinfectant<br>C. Deep scrub   | A     |        | B       | C         |             |
|                              |   |  |       |        |         |           |             |
| VT Office, Conference, Study | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles  | 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<br>B. Vacuum entire carpeted area including under/around furniture<br>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<br>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, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)   | A     |        | B       |           |             |
| VT Entry, Lobby, Common      | Furniture   | A. Dust; place in correct locations<br>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<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors<br>D. Shampoo, extract carpeted floors | A     | B      |         | C<br>D    |             |
| VT Entry, Lobby, Common   | Windows and glass doors                    | A. Spot clean all glass<br>B. Clean interior   | A     |        |         | B         |             |
| VT Entry, Lobby, Common   | Doors, window ledges, ceilings, and walls  | A. Clean entrance glass doors<br>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, recycling and organics  | 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, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)   | A     |        | B       |           |             |
| VT Activity               | Floors                                     | A. Sweep, dust mop all hard floors<br>B. Damp/wet mop floors<br>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<br>B. Clean interior  |       | A      |         | B         |             |
| VT Activity  | Counters, sinks, and fixtures                                  | A. Damp wipe<br>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<br>B. Damp/Wet mop with warm water and cleaner<br>C. Machine scrub floors   | A     | B      |         | C         |             |
| GC Restrooms | Wastebaskets/Trash   | A. Empty/clean/reline trash receptacles<br>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, recycling and organics receptacles;<br>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)<br>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 and thresholds  | A. Clean (vacuum/wipe down)  |       |        |         | A         |             |
| GC Lunchroom            | Floors  | A. Wet mop<br>B. Degrease and mop with disinfectant<br>C. Strip and wax  | A     |        | B       | C         |             |
|                         |   |  |       |        |         |           |             |
| GC Conference           | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles;<br>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<br>B. Vacuum entire carpeted area including under/around furniture<br>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<br>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, recycling and organics receptacles;<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| GC Entry, Lobby, Common | Furniture   | A. Dust; place in correct locations<br>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<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors<br>D. Shampoo and extract carpeted floors | A      | B      |         | C<br>D    |             |
| GC Entry, Lobby, Common   | Windows and glass doors                   | A. Spot clean all glass<br>B. Clean interior<br>C. Clean exterior   | A      |        |         | B         | C           |
| GC Entry, Lobby, Common   | Doors, window ledges, ceilings, and walls | A. Clean entrance glass doors as needed<br>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, recycling and organics   | 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, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)  | A      |        | B       |           |             |
| GC Offices                | Floors                                    | A. Sweep, dust mop all hard floors<br>B. Vacuum carpet<br>C. Damp/wet mop floors  | A<br>B | C      |         |           |             |

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

| Area              | Item  | Work Description  | Daily | Weekly | Monthly | Quarterly | Semi-Annual |
|-------------------|---|---|-------|--------|---------|-----------|-------------|
| GC Offices        | Doors, windows ledges, ceilings, and walls  | A. Remove all marks and cobwebs   |       | A      |         |           |             |
| GC Offices        | Furniture   | A. Dust; place in correct locations   |       | A      |         |           |             |
| GC Offices        | Windows   | A. Spot clean glass and remove all cobwebs<br>B. Clean interior<br>C. Clean exterior  |       | A      |         | B         | C           |
|                   |   |   |       |        |         |           |             |
| GC Locker (CY/PD) | Floors  | A. Sweep and mop floors   | A     |        |         |           |             |
| GC Locker (CY/PD) | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles;<br>B. Wash and disinfect receptacles (interior and exterior) | A     |        | B       |           |             |
| GC Locker (CY/PD) | Lockers   | A. Wipe down top of lockers   |       |        |         | A         |             |
|                   |   |   |       |        |         |           |             |
| LI Restrooms      | Sinks, toilets, urinals, partitions, countertops, and plumbing                    | A. Clean and disinfect  | A     |        |         |           |             |
| LI Restrooms      | Urinal deodorant screens  | A. Install  | A     |        |         |           |             |
| LI Restrooms      | Floors  | A. Sweep<br>B. Damp/Wet mop with warm water and cleaner<br>C. Machine scrub floors  | A     | B      | C       |           |             |
| LI Restrooms      | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| LI Restrooms      | Walls, doors, and ceilings  | A. Spot clean; remove fingerprints, smudges, cobwebs, etc.  |       | A      |         |           |             |
| LI Restrooms      | Mirrors   | A. Clean mirrors to be streak free  | A     |        |         |           |             |
| LI Restrooms      | Chrome/Stainless (door handles, rails, etc.)                                      | A. Clean and polish   | A     |        |         |           |             |
| LI Restrooms      | Sanitary Dispensers   | A. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed                               | A     |        |         |           |             |
| LI Restrooms      | Paper towel (Staff Restroom only), seat covers, soap, and toilet paper dispensers | A. Refill as needed   | A     |        |         |           |             |
| LI Restrooms      | Air Vents (under 10') and thresholds  | A. Clean  |       |        | A       |           |             |

**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, recycling and organics receptacles;<br>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)<br>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<br>B. Degrease and mop with disinfectant   | A     |        | B       |           |             |
|                         |   |  |       |        |         |           |             |
| LI Conference, Meeting  | Wastebaskets/Trash  | A. Empty/clean/reline trash, recycling and organics receptacles;<br>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<br>B. Vacuum entire carpeted area including under/around furniture<br>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<br>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, recycling and organics receptacles;<br>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 |
|---------------------------|---|---|-------|--------|---------|-----------|-------------|
| LI Entry, Lobby, Common   | Furniture                                 | A. Dust and wiped down with disinfectant; place in correct locations<br>B. Vacuum upholstered furniture   | A     |        | B       |           |             |
| 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<br>B. Damp/wet mop floors<br>C. Machine scrub all tile floors<br>D. Shampoo and extract carpeted floors | A     | B      |         | C<br>D    |             |
| LI Entry, Lobby, Common   | Windows and glass doors                   | A. Spot clean all glass<br>B. Clean interior<br>C. Clean exterior   | A     |        |         | B         | C           |
| LI Entry, Lobby, Common   | Doors, window ledges, ceilings, and walls | A. Clean entrance glass doors as needed<br>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, recycling and organics   | 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 (vacuum/wipe down)   |       |        |         | A         |             |
|                           |   |   |       |        |         |           |             |
| LI Offices                | Wastebaskets/Trash                        | A. Empty/clean/reline trash, recycling and organics receptacles<br>B. Wash and disinfect receptacles (interior and exterior)  | A     |        | B       |           |             |
| LI Offices                | Floors                                    | A. Vacuum carpet  | A     |        |         |           |             |

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

| Area       | Item                                       | Work Description  | Daily | Weekly | Monthly | Quarterly | Semi-Annual |
|------------|--|---|-------|--------|---------|-----------|-------------|
| 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      |         |           |             |
| LI Offices | Windows                                    | A. Spot clean all glass<br>B. Clean interior<br>C. Clean exterior | A     |        |         | B         | C           |

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES  
FOR  
[ENTER PROJECT TITLE]

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Foster City hereinafter called "CITY" and \_\_\_\_\_ hereinafter called "VENDOR".

RECITALS

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

- A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY;
- B. That VENDOR is specially trained, experienced and competent to perform and has agreed to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by VENDOR 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 VENDOR 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 VENDOR 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 VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

VENDOR's obligation to provide the product includes but is not limited to, the provision of all labor, equipment, materials, testing and any other



required work or services or costs of any type incidental to the supply of the product.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur.  
(b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct VENDOR to suspend, delay or interrupt services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the services under this Agreement in whole, or from time to time in part, for default, should VENDOR commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written notice to VENDOR demanding such cure, in which case VENDOR shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case VENDOR shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. VENDOR shall continue its work throughout the course of any dispute, and VENDOR's failure to continue work during a dispute shall be a material breach of this Agreement.
3. Compensation; Expenses; Payment. CITY shall compensate VENDOR for all products supplied or services performed by VENDOR 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 shall not exceed the sum \_\_\_\_\_ (\$\_\_\_\_\_). Invoices for amounts in excess of \_\_\_\_\_ (\$\_\_\_\_\_ ) shall not be paid unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR 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. VENDOR 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 VENDOR'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 VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY
8. Relationship of Parties. VENDOR is an independent Contractor and does not act as CITY's agent in any capacity, whatsoever. VENDOR is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the VENDOR's provision of Services, not the means, methods, or scheduling of the VENDOR's work. VENDOR shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. VENDOR shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.
9. Schedule. VENDOR 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 VENDOR'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, VENDOR's officers or employees.

VENDOR 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. Force Majeure. Except for defaults of subcontractors at any tier, VENDOR shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of VENDOR, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

[For consideration if applicable:] Any Force Majeure event with a duration in excess of [TBD by Owner—recommend not less than 30] days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

11. VENDOR's Liability for Injury to Persons or Damage to Property.
  - a. VENDOR shall be liable for damages arising out of injury to the person and/or damage to City property, City employees, persons designated by City for training, or any other person(s) other than VENDOR's agents or employees, designated by City for any purpose prior to, during, or subsequent to delivery, installation, acceptance, and use of the Products either at VENDOR's site or at City's place of business, provided that the injury or damage was caused by VENDOR's fault or negligence.
  - b. VENDOR shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by VENDOR, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Products in accordance with the Agreement.
12. Indemnity. To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal

Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of VENDOR or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of VENDOR, any Subcontractor, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the VENDOR shall meet and confer with other parties regarding unpaid defense costs.

The duty of VENDOR 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 VENDOR 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.

VENDOR'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.

13. Patent, Copyright and Trade Secret Indemnity.
  - a. VENDOR shall hold City, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
  - b. VENDOR may be required to furnish a bond to City against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
  - c. VENDOR, at its own expense, shall defend any action brought against City to the extent that such action is based upon a claim that the Products supplied by VENDOR or the operation of such

Products pursuant to a current version of VENDOR supplied operating software infringes a patent or copyright or violates a trade secret. VENDOR shall pay those costs and damages finally awarded against City in any such action. Such defense and payment shall be conditioned on the following:

- i. That VENDOR shall be notified within a reasonable time in writing by City of any notice of such claim; and
- ii. That VENDOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, City shall have the option to participate in such action at its own expense.
- d. Should the Products, or the operation thereof, become, or in VENDOR's opinion are likely to become, the subject of a claim of infringement of a patent or copyright or a trade secret, City shall permit VENDOR at its option and expense either to procure for City the right to continue using the Products, or to replace or modify the same so that they become non infringing. If none of these options can reasonably be taken, or if the use of such Products by City shall be prevented by injunction, VENDOR agrees to take back such Products and make every reasonable effort to assist City in procuring substitute Products. If, in the sole opinion of City, the return of such infringing Products makes the retention of other Products acquired from VENDOR under the Agreement impractical, City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge. VENDOR agrees to take back such Products and refund any sums City has paid VENDOR less any reasonable amount for use or damage.
- e. VENDOR shall have no liability to City under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon.
  - i. The combination or utilization of Products furnished hereunder with equipment or devices not made or furnished by VENDOR; or
  - ii. The operation of equipment furnished by VENDOR under the control of any operating software other than, or in addition to, the current version of VENDOR supplied operating software; or
  - iii. The modification by City of the equipment of software furnished hereunder; or
  - iv. The combination or utilization of software furnished hereunder with non-VENDOR supplied software.
- f. VENDOR certifies that it has appropriate systems and controls in place to ensure that City funds will not be used in the performance

of the Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. Insurance. Prior to execution of this Agreement, VENDOR shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Agreement as set forth in EXHIBIT D, Insurance, which are attached and made a part of this Agreement. VENDOR shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT D. In the event VENDOR fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due VENDOR under this Agreement (or VENDOR shall promptly reimburse CITY for such expense).

VENDOR 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 VENDOR 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 VENDOR.

15. WORKERS' COMPENSATION. VENDOR 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 VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
16. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR 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 VENDOR 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 VENDOR 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.

17. Notice. All notices required by this Agreement shall be given to the CITY and VENDOR 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  
Attention: \_\_\_\_\_

VENDOR: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Attention: \_\_\_\_\_  
Email Address: \_\_\_\_\_

18. Non-Assignment. This Agreement is not assignable either in whole or in part.

19. Substitutions. VENDOR may not substitute any Products or Services without City's advance written consent. VENDOR shall not use any specification in lieu of those contained in the Agreement without City's advance written consent.

20. Warranty. Unless otherwise specified, the warranties contained in the Agreement begin after acceptance has occurred.

- a. VENDOR warrants that all Products and Services furnished hereunder will conform to the requirements of the Agreement (including all descriptions, specifications and drawings made a part hereof). All Products will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by City, free from defects in design. No approval of designs, specifications or other Services furnished by VENDOR shall relieve VENDOR of its obligations under this warranty.
- b. All warranties, including special warranties specified elsewhere herein, shall inure to City, its successors and assigns, and any users of the Products or Services.

21. Samples.

- a. City may require samples of items inspection and specification testing and must be furnished free of expense to City. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.

- b. Samples, if not destroyed by tests, may, upon VENDOR's request made at the time the sample is furnished, be returned at VENDOR's expense.
22. Newly Manufactured Products. All Products shall be newly manufactured products; used or reconditioned products are prohibited, unless otherwise specified.
23. Packing and Shipment.
- a. All Products shall be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
    - i. show the number of the container and the total number of containers in the shipment; and
    - ii. the number of the container in which the packing sheet has been enclosed.
  - b. All shipments by VENDOR or its subcontractors must include packing sheets identifying City's Contract number; item number; quantity and unit of measure; description of the Products shipped; and appropriate evidence of inspection, if required.
  - c. Shipments must be made as specified in the Agreement, as it may be amended, or otherwise directed in writing by City.
24. Transportation Costs and Other Fees or Expenses. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by City unless expressly authorized by and itemized in the Agreement. Unless otherwise directed by City in writing, all Products and components thereof shall be delivered f.o.b. Point of Delivery. VENDOR shall select the means and methods of transportation.
25. Inspection, Acceptance and Rejection.
- a. VENDOR and its subcontractors shall provide and maintain a quality assurance system acceptable to City covering Products and Services under the Agreement and will tender to City only Products that have been inspected and found to conform to all requirements. VENDOR will keep records evidencing inspections and their result, and will make these records available to City during the Agreement performance and for three years after final payment. VENDOR shall permit City to review procedures, practices, processes and related documents to determine the acceptability of VENDOR's quality assurance system or other business practices related to performance of the Agreement.



- b. All Products may be subject to inspection and test by City or its authorized representatives.
  - c. VENDOR and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to City. VENDOR shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
  - d. All Products may be subject to final inspection, test and acceptance by City, notwithstanding any payment or other inspection.
  - e. City shall give written notice of rejection of Products delivered or Services performed within a reasonable time after receipt of such Products or performance of such Services. Such notice of rejection will state the respects in which the items do not substantially conform to their specifications. If City does not provide such notice of rejection within thirty (30) days of delivery, unless otherwise specified in the Agreement, such Products and Services will be deemed to have been accepted. Acceptance shall not be construed to waive any warranty rights that City might have at law or by express reservation in the Agreement with respect to any nonconformity, or any other rights provided by law.
26. Compliance With Statutes and Regulations. VENDOR covenants that in the performance of the Agreement it will comply with all applicable statutes, rules, regulations and orders of the United States, the State and City, and shall defend, indemnify and hold the City harmless against any loss, cost, damage or liability by reason of VENDOR's violation of this provision.
27. National Labor Relations Board Certification. VENDOR swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against VENDOR within the immediately preceding two-year period because of VENDOR's failure to comply with an order of the National Labor Relations Board.
28. Covenant Against Gratuities. VENDOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR, or any agent or representative of VENDOR, to any officer or employee of City with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, City shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by City in procuring on the open market any items which VENDOR agreed to supply shall be borne and paid for by VENDOR. The rights and remedies of City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

29. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
30. 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.
31. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. 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.
32. 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.
33. Conflict of Interest. VENDOR represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, VENDOR represents to and agrees with CITY that VENDOR has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) VENDOR may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential VENDORS, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.
34. Confidentiality. Any information, whether proprietary or not, made known to or discovered by VENDOR during the performance of or in connection with the Agreement for City, will be kept confidential and not be disclosed

to any other person. VENDOR will immediately notify City in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with the Agreement. These confidentiality provisions and limitations shall remain fully effective indefinitely after VENDOR's completion of the Agreement.

35. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

36. Entire Agreement. This Agreement, including Exhibits A, B C, D, E and F, 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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Manager  
(for contracts less than \$50,000)  
[REMOVE signature line if \$50,000 or more]

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

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
(for contracts \$50,000 or more)  
[REMOVE signature line if less than \$50,000]

ATTEST:

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

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

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

\_\_\_\_\_  
Benjamin Stock, City Attorney

VENDOR

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

\_\_\_\_\_  
Type Name & Title of VENDOR Authorized to Sign

**EXHIBIT A**  
**SCOPE OF WORK and SCHEDULE**  
**FOR**  
**[ENTER PROJECT TITLE]**

**Scope of Deliverables:**

**Scope of Services:**

**Project Schedule**

**EXHIBIT B**

**VENDOR'S FEES and PAYMENT MILESTONES**

**Summary**

**Total Contract Services**

**Itemized Fees**

**Project Payment Schedule**

**Milestone**

**Amount of Payment**

**EXHIBIT C**  
**ADDITIONAL TERMS and CONDITIONS**

## EXHIBIT D INSURANCE

VENDOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Vendor Name](#), hereinafter referred to as "**Vendor**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Vendor's Duty to Show Proof of Insurance.** Vendor, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's acts, errors, or omissions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Vendor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or City as an additional insured.

### 1.1 Insurance Requirements

#### Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City ), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

\*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

**[FOR THE FOLLOWING INSURANCE REQUIREMENTS, PLEASE CONSIDER IF EACH IS APPROPRIATE FOR THE SERVICE TO BE PROVIDED AND FOR THE VENDOR. UNCHECK THE CHECKBOX FOR ANY INSURANCE REQUIREMENT THAT IS NOT APPLICABLE. PLEASE CONTACT THE CITY MANAGER'S OFFICE WITH ANY QUESTIONS.]**



Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

Workers' Compensation Insurance

VENDOR shall submit written proof that VENDOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. VENDOR shall require any Subcontractors to provide workers' compensation for all of the Subcontractors' employees, unless the Subcontractors' employees are covered by the insurance afforded by VENDOR. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, VENDOR shall provide and/or require each Subcontractor to provide adequate insurance for the coverage of employees not otherwise covered. Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

Installation Floater

Installation Floater, covering the work performed under this Contract, against all risks of direct physical loss. The policy shall cover the Contractor's labor, materials and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders, subject to a deductible of not more than [\$10,000] payable by Contractor.

Cyber Liability Insurance

Cyber Liability Insurance, covering network risk and cyber liability (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

**2. City as Additional Insured**

On Vendor's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

**3. Insurance terms and conditions:**

**3.1 Cancellation of Insurance**

The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Vendor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. City, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Vendor, City shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Vendor agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Vendor and its subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Vendor's fees under this Agreement (and the fee of its subcontractors under subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Vendor and its subcontractors by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Vendor's and subcontractors policies. Construction Manager and its subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

## **ATTACHED**

1. Insurance Coverage Form

**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  |  | Insurer | Policy No. |
|---|--|---------|------------|
| 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) |  |         |            |
| <input type="checkbox"/>  | <b>General Liability:</b> (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"/>  | <b>Auto Liability:</b> 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"/>  | <b>Other: [Cyber Liability, Installation Floater, etc.]</b>  |         |            |
| Certificates of Insurance Required (no endorsement needed) (Check all that apply)   |  | Insurer | Policy No. |
| <input type="checkbox"/>  | <b>Workers Compensation:</b> 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"/>  | <b>Professional Liability:</b>   |         |            |

**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**

EXHIBIT F

**COVID-19 AMENDMENT/ATTACHMENT  
(Vendor Agreement Form)**

This COVID-19 Amendment/Attachment amends the Agreement between \_\_\_\_\_ (“City”) and \_\_\_\_\_ (“Vendor”) dated \_\_\_\_\_.

**1. Definitions**

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as “**COVID-19**”.

B. A “**COVID-19 Condition**” is something attributable to COVID-19 not caused by the Vendor (which for purposes herein includes all subcontractors) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Vendor and which are beyond its reasonable control.

C. A “**COVID-19 Proclamation**” includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Vendor acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Vendor’s cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Vendor shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An “**Unknown COVID-19 Condition**” is a COVID-19 Condition the Vendor did not know about, and reasonably should not have known about, as of the date the Vendor submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Vendor will be deemed to have knowledge of those requirements.

E. An “**Unknown COVID-19 Cost**” is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Vendor’s failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subcontractors failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

**2. COVID-19 Conditions and Proposal.** Vendor is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Vendor’s price and schedule. In order to be

entitled to any relief from a COVID-19 Condition, the Vendor must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

### **3. Compliance with COVID-19 Proclamations.**

A. Vendor shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Vendor is responsible to ensure that its subcontractors and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

**4. Delay.** The Vendor is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**5. City Directed Suspension.** The City may suspend Services due to COVID-19 health concerns, even though the Vendor may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Vendor is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Vendor incurs increased costs that are Unknown COVID-19 Costs.

**6. Compensation for COVID-19 Costs.** City will reimburse the Vendor for Unknown COVID-19 Costs which are not included in the schedule of values.

**7. Safe Work Practices.** Vendor shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subcontractors, or others (“worker(s)”) at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Vendor remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**8. Monitoring and Reporting.** City may require the Vendor to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Vendor shall immediately report to City any outbreaks of COVID-19 among its workers. The Vendor shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak

or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

**9. Conflicts.** In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the City and Vendor have executed this Covid-19 Amendment as of the date set forth above.

VENDOR:

CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title



**CITY OF FOSTER CITY PROPOSAL FORM**

|   |                          |                                      |                      |
|---|--------------------------|--------------------------------------|----------------------|
| PROJECT TO BID:                         |                          | CONTRACT PERIOD:                     |                      |
| CITY OF FOSTER CITY-JANITORIAL SERVICES |                          | October 1, 2024 - September 30, 2026 |                      |
| 1. COMPANY NAME                         |                          |                                      |                      |
| 2. CONTRACTOR LICENSE NUMBER            | 3. FEDERAL TAX ID NUMBER |                                      | 4. YEARS IN BUSINESS |
| 5. BILLING ADDRESS                      |                          | 6. CITY                              | 7. STATE/ZIP         |
| 8. TELEPHONE                            |                          | 9. FAX                               | 10. EMAIL            |
| 11. CONTACT PERSON                      |                          | 12. TITLE                            |                      |

**SERVICES AND PRICING**

| Building/Facility Site  | Square Footage | # of Monthly Services (5 days Per week) unless noted | Projected Hours for Annual Maintenance | Cost per Monthly Service (including all labor, materials, and equipment necessary to perform the work) |
|---|----------------|--|--|--|
| <b>Library/Community Center</b><br>1000 E. Hillsdale Blvd.                                    | 12,255         | 12 (7 days per week service)                         |  | \$   |
| <b>Police Station</b><br>1030 E. Hillsdale Blvd.  | 16,000         | 12 (7 days per week service)                         |  | \$   |
| <b>Fire Administration with EOC</b><br>1040 E. Hillsdale Blvd.                                | 2,027          | 12   |  | \$   |
| <b>Council Chambers</b><br>620 Foster City Blvd.  | 13,500         | 12   |  | \$   |
| <b>Current Recreation Center/Sr. Wing</b><br>650 Shell Blvd. (Contingent on project schedule) | 38,702         | 12 (7 days per week service)                         |  | \$   |
| <b>Temporary Recreation Center</b><br>3 classroom + 1 restroom trailer near 670 Shell Blvd.   | TBD            | 12 (7 days per week service)                         |  | \$   |
| <b>The VIBE Teen Center</b><br>670 Shell Blvd.  | 13,044         | 12 (7 days per week service)                         |  | \$   |
| <b>City Hall</b><br>610 Foster City Blvd.   | 44,573         | 12<br>EOC (7 days per week service)                  |  | \$   |
| <b>Corporation Yard</b><br>100 Lincoln Centre Dr.   | 16,456         | 12   |  | \$   |
| <b>TOTAL FACILITY COSTS (MONTHLY)</b>   |                |  |  | \$   |

CITY OF FOSTER CITY  
JANITORIAL SERVICES

| <b>Additional Services</b>   | <b>Hourly Rate- Including Labor and Equipment</b> |
|--|---|
| Emergency Call- During Regular Business Hours<br>(after 5pm Monday-Friday) | \$  |
| Day Porter Service   | \$  |
| Emergency Call- Non-Business Hours   | \$  |

Please list any other qualifications, certifications, training and/or relevant services to be provided below or on additional sheet(s) if necessary.

## BIDDER REFERENCES

Please include at least three (3) organizations which can be used as references for performance of similar services. Bidders shall endeavor to include references from public sector agencies.

|                         |               |
|-------------------------|---------------|
| AGENCY/COMPANY NAME     |               |
| CONTACT PERSON          | CONTACT PHONE |
| DESCRIPTION OF SERVICES |               |

|                         |               |
|-------------------------|---------------|
| AGENCY/COMPANY NAME     |               |
| CONTACT PERSON          | CONTACT PHONE |
| DESCRIPTION OF SERVICES |               |

|                         |               |
|-------------------------|---------------|
| AGENCY/COMPANY NAME     |               |
| CONTACT PERSON          | CONTACT PHONE |
| DESCRIPTION OF SERVICES |               |

In accordance with the Request for Proposals, the undersigned declares that the services offered are in accordance with all requirements of the CITY detailed therein. Further, the undersigned declares that he/she is authorized to enter into agreement on behalf of the above-named business and it is hereby understood that the above proposal reflects the cost of services detailed in the specifications.

|           |              |      |
|-----------|--------------|------|
| SIGNATURE | PRINTED NAME | DATE |
|-----------|--------------|------|

CITY OF FOSTER CITY  
JANITORIAL SERVICES

**AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER**

I, \_\_\_\_\_, the undersigned, on behalf of \_\_\_\_\_ (this company), do hereby consent and authorize all those companies and government entities listed in my Bid Proposal Form and any other government entity for whom this company has performed professional services, to disclose and release to the City of Foster City, or their representatives, information, records and opinions concerning this company's design performance. The purpose of this disclosure is to provide references to the City of Foster City. \_\_\_\_\_ hereby waives any claim it may have against the City of Foster City or any company or entity providing information to the City of Foster City by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one year.

This consent or copy of this authorization shall be as valid and effective as the original.

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

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

CITY OF FOSTER CITY  
JANITORIAL SERVICES

**CERTIFICATE OF INSURABILITY**

I hereby certify that as a Bidder to City of Foster City for a contractor services contract. I am fully aware of Insurance Requirements contained in the Contract and by the submission of this Proposal, I hereby assure the City of Foster City that I am able to produce the insurance coverage required should I be selected to be awarded the contract.

Should I be awarded the Contract by the City of Foster City, and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that I may not be considered for further projects by the City of Foster City.

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Signature of Applicant

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Date

CITY OF FOSTER CITY  
JANITORIAL SERVICES

**CONTRACT REVIEW STATEMENT**

As a Bidder to City of Foster City for a Contractor Services Agreement Contract, I hereby certify that I have reviewed the Contractor Services Agreement (draft version) and have listed any objections them below. The response shall clearly identify if the attached contract is acceptable in all respects including warranty, insurance, and document ownership and retention requirements. If the contract is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

I am aware; any objections to the Contractor Services Agreement (draft version) will be considered and included in the City's evaluation of my firm's qualifications. I am also aware, if I fail to list any objections to the City's Contractor Services Agreement (draft version), I will not be allowed to raise any objections later if selected as the most qualified Applicant.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Specific Objections:

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CITY OF FOSTER CITY  
JANITORIAL SERVICES

**NON-COLLUSION DECLARATION**  
(PUBLIC CONTRACT CODE SECTION 7106)

I, \_\_\_\_\_ declare under penalty of perjury that I am \_\_\_\_\_ (sole owner, partner, president, etc.) of \_\_\_\_\_ (company name), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date show below at \_\_\_\_\_, (City, State)

Dated: \_\_\_\_\_ NAME OF BIDDER: \_\_\_\_\_

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

CITY OF FOSTER CITY  
JANITORIAL SERVICES

**Bid Checklist for Vendors**

- Cover Letter (1-page) containing at a minimum:
  - Company name, contact name, address, fax number, and email address
  - Acknowledge receipt of any and all addenda.
- 1) General Information
  - a. Description of firm/team
  - b. Legal company organization; organization chart with names
  - c. List of applicable licenses
- 2) Team Experience & Qualifications
  - a. Applicant's overall reputation, service capabilities and quality as it relates to this project.
  - b. Briefly describe each team member's role.
  - c. Each bidder must provide 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. Identify proposed sub consultants/subcontractors, and your 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 Agreements with few or no objections or changes.
  - g. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
  - h. Relevant factors impacting the quality or value of work.
- 3) Submit sealed bid to be received by City no later than **August 6, 2024**. Completed **Bid Proposal Form** should be in a separate sealed envelope.

Bid submissions should be addressed to:

Kurt Zander  
City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404