



**Agenda Item A.2**  
**CONSENT CALENDAR**  
**Meeting Date: July 7, 2020**

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**TO:** Mayor and Councilmembers

**FROM:** Kristy Schmidt, Assistant City Manager

**CONTACT:** Todd Mitchell, Human Resources/Risk Manager

**SUBJECT:** Amendment No. 2 to Custodial Agreement with JaniCare for City Hall, the Goleta Valley Library, and the Corporation Yards

**RECOMMENDATION:**

- A. Approve and authorize the City Manager to execute Amendment No. 2 to General Services Agreement No. 2017-103 with JaniCare for custodial services at the Goleta City Hall, the regular and satellite Corporation Yards, and the Goleta Valley Library retroactive to June 30, 2020, to update ongoing regular services and add new temporary services and supplies related to the COVID-19 crisis; to extend the term for an additional year with a termination date of June 30, 2021; and to increase the contract amount by \$202,835 for a new total not-to-exceed contract amount of \$422,835.
- B. Authorize additional appropriations of \$12,732 from Library Services (Measure L) Fund Balance to the FY 2020/21 Maintenance-Facilities accounts to cover additional COVID-19 related custodial services.

**BACKGROUND:**

JaniCare is the custodial services company for City Hall and the Goleta Valley Library. They were selected as a vendor as a result of a Request for Proposals performed in August 2017. A first amendment was approved by the City Council on July 18, 2018, extending the term through June 30, 2020.

Recently, JaniCare has assumed additional services as follows:

- In November 2019, when the City assumed ownership of the City Hall facility, JaniCare began providing regular service to the second-floor restrooms and the building common area, including the stairwell and lobby, at a cost of \$480 per month.
- In March 2020, when the existing contractor, Pathpoint, notified the City that it would no longer provide service to the Public Works Corporation Yard, JaniCare assumed that service at an additional monthly cost of \$390.

- In June 2020, as Library administrative staff had previously moved temporarily into the vacant City Hall suite C, JaniCare assumed cleaning of those offices and the kitchen areas at a cost of \$410 per month.
- Finally, the City has requested extra disinfecting services related to the COVID-19 pandemic from JaniCare at all City workplaces at a cost of \$2,700 per month for City Hall (increased to \$2,950 per month with the addition of parts of Suite C at City Hall), \$810 per month at Corporation Yard, \$1,460 per month at the Satellite Corporation Yard at the City-owned warehouse at 27 S. La Patera, and \$650 per month at the Goleta Valley Library. These services are expected to continue through the health emergency.

This contract amendment will bring all these services, including the ongoing COVID-19 emergency services, under the same agreement.

The City's relationship with JaniCare dates back to February of 2013. JaniCare has provided quality services and is a trusted local vendor. Staff are familiar with JaniCare's staff and work and believe that this vendor will continue to provide quality services through the duration of the COVID-19 crisis.

## **DISCUSSION:**

Staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to an Agreement for General Services with JaniCare (Attachment 1), as previously amended (Attachment 2), for one year through June 30, 2021, and increase the total not-to-exceed contract amount by \$202,835 for a new total not-to-exceed amount of \$422,835. Of the \$202,835, \$19,135 covers COVID-19 disinfecting and sanitation in the City's various facilities in FY 2019/20 and \$70,440 will cover anticipated COVID-19 disinfecting and sanitation in FY 2020/21. Actual costs will vary based on the duration of the pandemic emergency.

### City Hall

Prior to the City's purchase of 130 Cremona Drive, the initial cost for cleaning parts of City Hall that were originally occupied by City staff was \$2,014 per month. With the first amendment to the agreement in 2018, this amount was increased to include \$2,000 per year for emergency or additional services during the agreement term. Subsequently, this was increased by \$480 per month in November 2019, and then again by \$410 per month in June 2020, as the City assumed ownership and began to occupy additional space in City Hall.

The total cost for regular custodial services at City Hall for Fiscal Year (FY) 2020/21 is \$38,948. Janitorial maintenance includes three (3) days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2) and other paper products and cleaning supplies. The cost for the new year includes up to \$175 per month increase to paper supplies, as needed, for the upstairs restroom and kitchen. This reflects the increased cost of supplies and is based on regular occupancy of City Hall. If most

employees continue to work from home a significant percentage of time, we will not use the full monthly allowance for such supplies.

### Goleta Valley Library

The initial cost for service at the Goleta Valley Library was \$4,636 per month. With the first amendment to the agreement in 2018, this was increased to include \$2,000 per year for emergency or additional services during the agreement term.

The total cost for regular custodial services at the Goleta Valley Library for FY 2020/21 is \$57,632. Janitorial maintenance includes seven (7) days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2). It also includes costs for paper products and restroom supplies.

Regular janitorial service was halted temporarily when the Library closed due to the COVID-19 stay-at-home order but was restarted in June 2020 when staff reentered the building to begin sidewalk service. Regular service resumed at just 5 days a week, due to reduced hours for sidewalk service, at a reduced monthly cost of \$3,790 per month, but will go back to full price when services are again provided 7 days per week. For purposes of this agreement, this is assumed to be July 2020, but it will be later.

### Corporation Yard

In March 2020, Pathpoint notified the City that it would no longer provide service to the Public Works Corporation Yard. JaniCare assumed that service at an additional monthly cost of \$390. Staff are requesting an additional \$2,000 per year for emergency or additional services during the amended agreement term. The total cost for regular custodial services at the Corporation Yard for FY 2020/21 is \$6,680. This includes 2 days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2). It also includes costs for paper products and restroom supplies.

### Temporary COVID-19 Related Services

During the COVID-19 Crisis, certain staff have occupied City Hall daily as needed to provide essential services, including Police Officers, the Assistant City Manager, Finance staff, City Clerk and I.T. staff. Since March, JaniCare has been providing daily specialized COVID-19 related janitorial maintenance 5 days per week to disinfect and sanitize shared surfaces such as indoor and outdoor doorknobs, kitchens and bathrooms, counters, doors, tables, and chairs to prevent the spread of COVID-19. This cost was initially \$2,700 and will increase to \$2,950 per month with the addition of service to parts of City Hall Suite C. Similar services have been provided at the Corporation Yard (\$810 per month) and a temporary satellite maintenance facility at the old DRI Building (\$1,460 per month) to protect maintenance employees during the COVID-19 crisis. Beginning in June 2020, similar services are being provided six days per week at the Goleta Valley Library (\$650 per month). JaniCare has also supplied the City with certain COVID-19 related supplies that were difficult to purchase on the open market, such as disinfecting wipes and disposable gloves.

The prices for these cleaning services include all cleaning materials and labor and will continue month-to-month until the current crisis ends. Staff expects to seek federal and/or state reimbursement for the required additional cleaning related to maintaining government services during this crisis. The total cost for COVID-19 related services in FY 2020/21 at all facilities, assuming a full year of service, will be \$70,440.

### **FISCAL IMPACTS:**

The total contract amendment is for an increase of \$202,835 for a total maximum not to exceed of \$422,835. Of this amount, \$19,135 is related to FY 2019/20 and \$183,700 is related to FY 2020/21. The total annual regular janitorial costs are \$113,260 (includes \$10,000 for extra services upon written agreement) and total temporary COVID-19 related services are \$70,440.

The breakdown of the estimated cost for FY 2020/21 is as follows:

<b>Facility/Service</b>	<b>Monthly</b>	<b>Additional Annual</b>	<b>Total Annual</b>
City Hall, Regular	\$3,079	\$2,000	\$38,948
City Hall, COVID-19	\$2,950	N/A	\$35,400
Library, Regular	\$4,636	\$2,000	\$57,632
Library, COVID-19	\$650	N/A	\$7,800
Corporation Yard, Regular	\$390	\$2,000	\$6,680
Corporation Yard, COVID-19 (includes satellite location)	\$2,270	N/A	\$27,240
<i>Extra Services upon written agreement</i>	<i>N/A</i>	<i>\$10,000</i>	<i>\$10,000</i>
<b>TOTAL</b>	<b>\$13,975</b>	<b>\$16,000</b>	<b>\$183,700</b>

Note that staff has requested \$10,000 authority for FY 2020/21 for the City Manager to authorize additional services should additional COVID-19 services or supplies be needed through JaniCare or should expanded square footage be included; for example, if staff, contractors, or tenants were to occupy additional space in Suite C in City Hall. This will provide additional flexibility to react during this uncertain time without the need to return to the City Council for additional authorization. This is in addition to the usual minimal additional authority to address emergencies in the existing regular service areas and will only be used if necessary.

Janitorial services for City Hall, Corporation Yard and Extra Services are supported by the General Fund and services for Goleta Valley Library are supported by Library Special Revenue Funds. The revised adopted FY 20/21 Mid-Cycle Budget has the following allocated for janitorial services:

Fund Type	Account	Adopted Budget FY 20/21	Requested Appropriations	Amended Budget FY 20/21
General	101-10-1600-51064	\$118,268	\$0	\$118,268
County Per Capita	208-20-2100-51064	\$33,400	\$0	\$33,400
Library Services	501-20-2100-51064	\$19,300	\$12,732	\$32,032
<b>TOTAL</b>		<b>\$125,500</b>	<b>\$12,732</b>	<b>\$183,700</b>

Staff is recommending an additional appropriation of \$12,732 from Library Services Fund (Fund 501) - Fund Balance of approximately \$727,000 to support the total contract increase for FY 2020/21. The General Fund will be reimbursed the costs of COVID-19 related cleaning services if/when the City receives an allocation from the state of CARES Act funding or if FEMA reimbursement of qualifying expenses is received.

In addition, staff is requesting additional agreement authority for COVID-related service and supplies already secured by budget available in FY 2019/20 of \$19,135 for a total additional authority of \$202,835 under this amendment. While the existing agreement authority for FY 2019/20 was able to cover the fluctuations in costs for regular services, it was not enough to also cover the COVID-19 emergency related services.

Should the COVID-19 crisis end, the extra services for COVID-19 disinfection in FY 2020/21 listed above will be discontinued. If the City receives reimbursement for all or some COVID-19 related costs, it will partially offset the cost of this agreement, and reimburse back the General Fund and Library Special Revenue Funds.

#### ALTERNATIVES:

The City Council may choose not to approve Amendment 2 at this time, and instead authorize a month-to-month extension only. This would necessitate a new procurement process, adding to a current high workload for Support Services staff. It is not recommended that no authorization be provided, or JaniCare will be required to cease services immediately, which may cause a health and safety hazard given the ongoing COVID-19 crisis.

**Reviewed By:**

**Legal Review By:**

**Approved By:**

  
Kristine Schmidt  
Assistant City Manager

  
Michael Jenkins  
City Attorney

  
Michelle Greene  
City Manager

#### ATTACHMENTS:

1. Amendment No. 2 to Agreement No. 2017-103 for General Services between the City of Goleta and JaniCare
2. Agreement No. 2017-103 and Amendment No. 1 to Agreement No. 2017-103 for General Services between the City of Goleta and JaniCare – Available Online only

## **ATTACHMENT 1**

Amendment No. 2 to Agreement No. 2017-103 for General Services  
between the City of Goleta and Janicare

**AMENDMENT NO. 2  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA AND JANICARE**

This **Amendment No. 2** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **JANICARE**, a California Corporation ("Service Provider") dated November 1, 2017 ("Agreement," Agreement No. 2017-103) and previously amended on July 17, 2018 (Amendment No. 1), is made this 7th day of July, 2020.

**RECITALS**

**WHEREAS**, this Agreement is for the provision of custodial services at Goleta Library and City Hall; and

**WHEREAS**, the Agreement was amended on July 17, 2018 to extend the termination date through June 30, 2020 and increase the total contract amount by \$166,600 ("Amendment No.1"); and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred twenty thousand eight hundred dollars (\$220,800); and

**WHEREAS**, the City has incurred \$19,135 in extra services in Fiscal Year 2019/20, primarily related to the impacts of the COVID-19 emergency, that were not included in the initial contract amount and will continue to incur such services until the emergency abates.

**WHEREAS**, the City wishes to extend the term of the Agreement for an additional year, through June 30, 2021 and incorporate both existing and new services related to the COVID-19 crisis under the amended Agreement through that date.

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$202,835.00; and

**WHEREAS**, the parties desire to amend Exhibit B entitled "Compensation" of the Agreement to reflect the current hourly rates of Service Provider and to update the scope of the regular janitorial services to City Hall, City's Corporation Yards (regular and satellite) and Goleta Library and add specialized disinfection services to all workplaces during the COVID-19 emergency, as more completely and particularly set forth in a new exhibit, attached as Exhibit "B-1"; and

**WHEREAS**, City Council retroactively approved this Amendment No. 2 to June 30, 2020.

## AMENDED TERMS

**Now therefore** City and Service Provider agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$202,835 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of **\$423,635** (herein "not-to-exceed amount") and shall be earned as the work progresses.
- (b) **Payment.** All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

2. **Exhibit B COMPENSATION** is amended and replaced in its entirety with Exhibit B-1, attached hereto.

3. **Section 6. TERM** of the Agreement is amended to extend the term by one year and to read in its entirety:

The agreement shall expire on **June 30, 2021**.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. \_\_\_\_ has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**SERVICE PROVIDER**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Dwayne Walker, Vice President

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Willow Walker, Chief Financial Officer



**APPROVED AS TO FORM**

DocuSigned by:  
  
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Winnie Cai, Assistant City Attorney

## **EXHIBIT B-1 COMPENSATION**

### **Regular Janitorial Services**

#### City Hall:

Effective November 1, 2018:

1. Provision of general janitorial maintenance three times per week per the task schedule listed in Exhibit A: \$1,689 per month
2. Paper and product cost \$325 per month; effective July 1, 2020 such supplies will be provided and billed as needed up to a maximum cost of \$500 per month without prior written approval of the City.

**Total monthly cost for City Hall= \$2,014**

Effective November 1, 2020: provide five times per week general janitorial maintenance in the common area lobby and second floor restrooms. This price includes all cleaning materials and labor.

**Total additional price: \$480.00 / month**

Effective June 25, 2020: Provide three times per week general janitorial maintenance in Suite C located on the second floor. Duties will be the following: detail clean kitchen area; sweep and mop kitchen floor; empty trash and recycling in kitchen; detail clean three designated offices; empty all trash and recycling in offices and vacuum carpet in three designated offices. This price includes all cleaning materials and labor.

**Total additional price: \$410.00 / month**

Upon the City's request, Service Provider will perform additional work at City Hall:

1. Shampoo and extract carpet on first and second floor: \$980 per occurrence
2. Strip and wax restroom floors, foyer, and kitchen floor: \$580 per occurrence
3. Scrub and wax restroom floors, foyer, and kitchen floor: \$380 per occurrence

Emergency call response = \$45/ hour

*The total price for City Hall includes annual carpet cleaning for the first and second floor. All subsequent carpet cleanings will be billed at the above listed price.*

#### Goleta Library:

Effective November 1, 2018:

1. Provision of general janitorial maintenance seven days per week at the Goleta Library week per the task schedule listed in Exhibit A: \$4,186 per month
2. Cost for monthly toilet paper; seat covers; single and multifold hand towels; hand soap and trash liners: \$450 per month

**Total monthly cost at Goleta Library= \$4,636**

Upon the City's request, Service Provider will perform additional work:

1. Shower scrub and seal lobby floor: \$590 per occurrence
2. Strip and wax restroom floors: \$510 per occurrence
3. Scrub and wax restroom floors: \$410 per occurrence
4. Shampoo and extract carpet: \$380 per occurrence

Emergency call response = \$45/ hour

Corporation Yard:

Service Effective March 24, 2020

1. Provision of general janitorial maintenance two times per week per the task schedule listed in Exhibit A, including vacuuming, emptying trash/recycling, cleaning the lobby, offices, breakroom and conference rooms.

**Total Monthly Cost at Corporation Yard: \$390.00 per month.**

2. The price includes all cleaning materials and labor. City will purchase its paper and products separately.

Emergency call response = \$45/ hour

**Additional COVID-19 Related Services**

The following services will be provided as requested during the COVID-19 pandemic emergency by the City with the intent of minimizing the potential spread of COVID-19; however, JaniCare cannot guarantee that its cleaning process will eliminate or stop the spread of COVID-19. The City may discontinue these additional services through prior written request at any time.

City Hall

Service Effective March 1, 2020

Provide to all serviced areas at City Hall, five times per week, specialized janitorial maintenance to disinfect and sanitize the following areas: wipe down all door handles and edges of entry doors in all City Hall entry areas; reception area; Building/Planning area; back doors; side doors by both kitchen areas; wipe down all doors and door handles/individual doors and conference room doors; detail clean all countertops, faucet/sink area; refrigerator doors/handles; detail clean all cabinets; disinfect and sanitize all surfaces and stalls in all restrooms(top to bottom cleaning) and disinfect the public areas such as reception station/counter, Building/Planning counters; all conference rooms and Council chambers entire area such as doors, tables, counters and chairs. This price includes all cleaning materials and labor.

**Total price, City Hall: \$2,700.00 per month; Increased to \$2950 per month effective June 25, 2020 with the addition of service to areas in City Hall Suite C.**

Goleta Valley Library:

Service Effective March 1, 2020

Provide six times per week specialized janitorial maintenance to disinfect and sanitize the following areas: wipe down all door handles and edges of entry doors all entry areas; reception area; side doors, kitchen/breakroom areas; wipe down all doors and door handles/individual doors and conference room doors; detail clean all countertops, faucet/sink area; refrigerator doors/handles; detail clean all cabinets; disinfect and sanitize all surfaces and stalls in all restrooms(top to bottom cleaning) and disinfect the public areas such as reception station/counter. This price includes all cleaning materials and labor.

**Total price, Goleta Valley Library: \$650.00**

Corporation Yard (Hollister):

Service Effective March 24, 2020

Provide five times per week specialized janitorial maintenance to disinfect and sanitize the following areas: wipe down all door handles and edges of entry doors; reception area; wipe down all doors and door handles/individual doors and conference room doors; detail clean all countertops/tables; microwave; faucet/sink area; refrigerator doors/handles; detail clean all cabinets; disinfect and sanitize all surfaces and stalls in all restrooms(top to bottom cleaning); points of entry into the building including the garage area. This price includes all cleaning materials and labor.

**Total price, Corporation Yard: \$810.00 per month**

Temporary Satellite Corporation Yard (La Patera):

Service Effective April 3, 2020

1. Provide two times per week (Tuesday and Thursday) janitorial maintenance of the building, consisting of vacuuming the lobby and offices; cleaning the lobby area; cleaning and vacuuming the two designated offices and cleaning the kitchen and restrooms only.
2. Provide five times per week COVID -19 specialized janitorial maintenance to disinfect and sanitize the following areas: wipe down all door handles and edges of entry doors; reception area; wipe down all doors and door handles/individual doors and conference room doors; detail clean all countertops/tables; microwave; faucet/sink area; refrigerator doors/handles; detail clean all cabinets; disinfect and sanitize all surfaces and stalls in all restrooms(top to bottom cleaning). This price includes all cleaning materials and labor.
2. The price includes all cleaning materials and labor.

**Total price, Temporary Satellite Corporation Yard: \$1,460.00 per month**

## **ATTACHMENT 2**

Agreement No. 2017-103 and Amendment No. 1 to Agreement No. 2017-103 for  
General Services between the City of Goleta and JaniCare



Agreement No. 2017-103  
City of Goleta, California

**Project Name:** (Custodial Services at Goleta Library and City Hall)

**AN AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
JANICARE**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 1st day of **November, 2017**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **JANICARE** (hereinafter referred to as "Service Provider").

**WHEREAS**, this Service Provider will be providing custodial services at the Goleta Library and City Hall; and

**WHEREAS**, Service Provider represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and

**WHEREAS**, Service Provider was recommended for award based on the quality of the proposal, understanding of services advertised, qualification and experience, cost effectiveness, and understanding of the City's insurance requirements; and

**WHEREAS**, Service Provider was selected for award of this Agreement by City Council; and

**WHEREAS**, the City Council, on this 3<sup>rd</sup> day of October, 2017, approved this Agreement and authorized the City Manager to execute this Agreement.

The City and Service Provider agree as follows:

**1. RETENTION OF SERVICE PROVIDER**

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform custodial services at the Goleta Library and City Hall, as detailed in the Request for Proposals included as Exhibit A. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

**2. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated

to be **\$54,200**, and **SHALL NOT EXCEED** the sum of **\$54,200** over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

**(b) Payment.** All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

### **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is **Dana Grossi**.

### **4. PROGRESS AND COMPLETION**

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$30,000 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

### **5. CONTRACT PERFORMANCE**

**Non-Exclusivity.** This agreement is non-exclusive. City reserves the right to retain, employ, contract with other qualified providers of services during the term of this agreement on such occasions and in such circumstances as City shall determine are appropriate.

**Ability to Perform.** The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

**Laws to be Observed.** The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

**Payment of Taxes.** The contract prices shall include full compensation for all taxes which the Service Provider is required to pay.

**Permits and Licenses.** The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

**Prevailing Wage.** The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

**Safety Provisions.** The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

**Preservation of City Property.** The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

**Immigration Act of 1986.** The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**Service Provider Non-Discrimination.** In the performance of this work, the Service Provider agrees that it will not engage in, nor permit such subcontractor as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

**Work Delays.** Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as



to the reasons for such delay, and making a finding as to the causes of same.

**Inspection.** The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its contract requirements.

**Audit.** City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

**Interests of Service Provider.** The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

## **6. TERM**

This agreement shall expire on **June 30, 2018**. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER**

This Agreement is for general services which are personal to City. Dwayne Walker is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City.

This Agreement is not assignable by Consultant without City's prior consent in writing.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Service Provider's Damages.** The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third Party Claims/Liability.** Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

**(c) Nonwaiver.** The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance

by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

## **10. INSURANCE**

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on insurance services office form cg 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as cg 20 37 with an edition date prior to 2004.
- b) Service provider insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to city's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by city.

- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to city. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this agreement shall prohibit service provider, or service provider employees, or agents, from waiving the right of recovery prior to a loss. Service provider waives its right of recovery against city.
- f) Service provider agrees to deposit with city within fifteen days of Notice to Proceed of the contract certificates of insurance and required endorsements.
- g) There shall be no recourse against city for payment of premiums or other amounts with respect to the insurance required to be provided by service provider hereunder. Any failure, actual or alleged, on the part of city to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of city. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this agreement does not comply with these requirements or is canceled and not replaced, city has the right but not the duty to obtain the insurance it deems necessary and any premium paid by city will be promptly reimbursed by service provider or city will withhold amounts sufficient to pay premium from service provider payments.
- h) Service provider agrees to provide immediate notice to city of any claim or loss against service provider arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve city.

## **11. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. TERMINATION BY CITY**

The City, by notifying Service Provider in writing, may upon five (30) calendar days

notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

### **13. CORRECTIONS**

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, which ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

### **15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

### **16. CONFLICT OF INTEREST**

Service Provider is unaware of any City employee or official that has a financial

interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this contract, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

**17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

**18. NOTICES**


Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO SERVICE PROVIDER: Dwayne Walker, Vice President  
JaniCare  
100 Adams Road  
Goleta, CA 93117

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**


  
Michelle Greene, City Manager

**SERVICE PROVIDER**

  
By: Dwayne Walker, VP  
Title:

**ATTEST:**

  
Deborah Lopez, City Clerk

  
By: C.F.O.  
Title:

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**EXHIBIT A  
REQUEST FOR PROPOSALS**



**CITY OF GOLETA  
REQUEST FOR PROPOSALS  
Custodial Services at Goleta  
Library and City Hall**

**Date Issued: August 10, 2017**

**PROPOSALS DUE: August 24, 2017 by  
5:00pm**

**Issued By:**

**City of Goleta  
City Manager's Department  
Department Contact: Dana Grossi, Management  
Analyst [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org)  
Phone: (805) 562-5507**



**SERVICES REQUESTED:** Custodial Services at Goleta Library and City Hall

**AGENCY NAME & ADDRESS:**

City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117

**CONTACT PERSON & PHONE NUMBER:**

Dana Grossi, Management Analyst, City of Goleta City Manager's Dept.  
[dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org)  
Phone: (805) 562-5507

**DESCRIPTION OF SERVICES:**

The City of Goleta requests proposals from qualified firms to provide custodial services as described herein, at the following two locations:

Goleta City Hall  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Goleta Library  
500 N Fairview Ave  
Goleta, CA 93117

This RFP provides a description of the needed services and outlines the requirements for submitting proposals.

## Custodial Services at Goleta City Hall

The City leases Suite B at 130 Cremona Drive, which includes two floors of office space. Interested vendors are welcome to schedule a tour of the office area. Please contact Dana Grossi at (805) 562-5507 or [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org) for scheduling.

Custodial services are needed 3 nights per week at this location. The following is a listing of needed tasks and the frequency in which these tasks need to be performed:

<b>Regular Services:</b> General, Private Offices, Lobby, Conference Rooms, and Council Chambers	
1. Empty wastebaskets and insert liners	3x/week
2. Empty all recycling bins	3x/week
3. Dust all exposed furniture including desks, chairs, tables	Weekly
4. Dust all exposed filing cabinets, bookcases, and shelves	Weekly
5. Dust all telephones	Weekly
6. Clean and sanitize telephones	Monthly
7. Clean and sanitize fountains and water coolers	Weekly
8. Low dust on all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.	Weekly
9. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges	Weekly
10. Spot clean desk tops	3x/week
11. Spot clean reception lobby glass including front door and any other partition or door glass	3x/week
12. Clean entire interior glass in partitions and doors	As directed
13. Spot clean interior partition glass	Weekly
14. Dust venetian blinds	As directed
15. Remove dust and cobwebs from ceiling areas	Monthly
16. Dustmop resilient and hard floors or vacuum carpeted floors in traffic lanes only	3x/week
17. Damp mop resilient and hard floors or vacuum carpeted floors in their entirety	Weekly
18. Spot clean spills and stains on carpeted and resilient floors	As directed
19. Remove recycling from designated areas	3x/week
20. Vacuum furniture	As directed
<b>Regular Services:</b> Restrooms	
1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, hand basins	3x/week
2. Clean all glass and mirrors	3x/week
3. Empty all containers and disposals, insert liners and required, spot clean and sanitize containers	3x/week
4. Empty and sanitize interior of sanitary containers	3x/week
5. Spot clean all doors and partitions	3x/week

6. Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups (supplies to be provided by vendor)	3x/week
7. Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets	3x/week
8. High dust above hand height all horizontal surfaces including shelves, ledges, moldings	Weekly
9. Sweep, damp mop, and sanitize hard floor	3x/week
10. Scrub and wax restroom tile	As directed
11. Strip, seal, and wax restroom tile	As directed
<b>Regular Services: Kitchenette</b>	
1. Clean and sanitize refrigerator exterior	Weekly
2. Clean and sanitize refrigerator interior	As directed
3. Wet wipe microwave ovens	Weekly
4. Empty all trash containers. Spot clean exterior of containers	3x/week
5. Clean and sanitize water cooler	3x/week
6. Low dust (below 36") and high dust (above 72") all horizontal surfaces	Weekly
7. Dust mop resilient and hard floors	3x/week
8. Damp mop resilient and hard floors	3x/week
<b>Floors: Resilient and Hard</b>	
1. Spot and damp mop	3x/week
2. Scrub and wax hard floors and/or tile	As directed
3. Strip, seal and wax hard floors	As directed
4. Shower scrub resilient and/or hard floors	As directed
5. Shower scrub and acid wash ceramic tile	As directed
<b>Floors: Carpet</b>	
1. Vacuum open areas	3x/week
2. Vacuum entire carpet areas	Weekly
3. Inspect and remove small spots	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
<b>Windows</b>	
1. Clean outside	As directed
2. Clean inside	As directed
3. Clean interior glass in partitions and doors in their entirety	As directed
<b>General: Other</b>	
1. Notify building contact of any irregularities (e.g. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies)	Daily
2. Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization	Daily
3. Conduct customer service visits	As directed
4. Conduct formal customer review	Annually

## Custodial Services at Goleta Library

The City of Goleta owns its library building at 500 N Fairview Ave and needs a vendor to provide custodial services 7 days per week at this location, with an average of 6 hours/day onsite between the hours of 6:00a.m. – 12:00p.m. Custodial staff need to be present at the library during these times to respond to any custodial issues and emergencies that may arise, in addition to performing routine tasks. The Goleta Library is heavily used and on any given day receives traffic ranging from 700-1200 persons. Below is a comprehensive list of tasks needed to be performed on a weekly basis at the library. Please contact Dana Grossi at (805) 562-5507 or [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org) to schedule a tour of the facility.

### **The below tasks will be performed Tuesdays through Saturdays at the library:**

#### **Restrooms (Public, Staff and Children's)**

Completely restock all paper supplies (\*all supplies to be provided by vendor)

Restock hand soap

High Dusting

Sweep & mop flooring

Completely clean & sanitize toilets, urinals

Clean and sanitize all doors

Wipe all restroom fixtures & mirrors

Empty & remove trash

Spot clean walls, doors & light switches

Remove cob webs

Set up and take down for events

Assists with decorating

#### **Offices / Conference Room**

Empty & remove trash/recycle

Remove cob webs

Spot clean walls, doors & light switches

Spot Clean and wipe down furniture

Spot clean glass and windows

Vacuum carpets

#### **Lobby & Reception Areas / Front Desk**

Empty & remove trash/recycle

Dusting low and high

Sweep & Mop flooring

Spot clean walls

Dust and wipe down all tables and front desk

Clean glass on all entry / exit doors

Remove cob webs

Vacuum all carpets

**Gallery**

High Low dusting  
Empty trash and recycling  
Sweep and mop floors  
Wipe down and spot clean furniture  
Furniture set up and take down

**Hallways**

Remove all cobwebs  
Sweep and mop all flooring  
Spot clean doors, walls and light switches

**Patio Areas**

Sweep and hose down patio areas  
Clean glass on patio doors  
Pick up trash throughout patio area  
Empty Trashcans

***Weekly Duties:***

Clean all desks throughout Library

***Monthly Duties:***

Inspect and spot clean all chairs  
Wash all trash and recycling cans

***The below tasks will be performed Sundays and Mondays at the library:***

**Restrooms (Public, Staff and Children's)**

Completely restock all paper supplies  
Restock hand soap  
Sweep & mop flooring  
Completely clean & sanitize toilets, urinals  
Wipe all restroom fixtures & mirrors  
Empty & remove trash  
Spot clean walls, doors & light switches  
Remove cob webs

**Offices / Conference Room**

Empty & remove trash/recycle  
Remove cob webs  
Spot clean walls, doors & light switches  
Vacuum carpets

**Lobby & Reception Areas / Front Desk**

Empty & remove trash/recycle  
Sweep & Mop flooring

Spot clean walls  
Dust and wipe down all tables and front desk  
Clean glass on all entry / exit doors  
Remove cob webs  
Vacuum all carpets

### **Hallways**

Sweep and mop all flooring  
Spot clean doors, walls and light switches  
Remove all cobwebs

### **Patio Areas**

Sweep and hose down patio areas  
Clean glass on patio doors  
Pick up trash throughout patio area  
Empty Trashcans

## **CONTENTS OF PROPOSAL**

1. **General Information:** In general, proposals should include at a minimum the following information in a sectionalized format:

a. **Proposal Summary:** This introduction should include your understanding of the scope of services, identification of key responsibilities, and identification of subcontractors or other members of your vendor team.

b. **Personnel and Project Management:** Identify key personnel and subcontractors, if any, and specify their responsibilities. If the contract manager and project manager are separate individuals, identify and explain roles and responsibilities. Once the contract is awarded, neither the project manager nor any of the other key personnel identified in your proposal may be reassigned or replaced without prior written approval by the City staff.

c. **Qualifications and Experience:** Identify professional references and statement of qualifications of your business and each member of the team, including subcontractors, to perform each of the tasks and services discussed in the scope of services. Please provide the name and phone number of appropriate client references for whom similar services were performed, ideally within the last five years. The proposal should describe in detail your business's experience in providing services of similar complexity and magnitude.

d. **Cost Quotation:** This contract will be restricted to a not-to-exceed price. ***Please provide an annual not-to-exceed price.*** In addition to the not-to-exceed quotation, the cost proposal should include a more detailed breakdown of monthly costs for both the City Hall building and library building.

**f. General Services Agreement:** Provide a statement that the firm has reviewed the Standard General Services Agreement (see page 10) and that your business will be able to provide the required insurances in the amount, types, and endorsements. Alternatively, if there are provisions within the City's Standard Contract including insurance requirements, that your firm does not want to agree to, please indicate what provisions those are and why, and what substitution your firm would suggest.

### ***SUBMITTAL OF PROPOSALS***

The proposal must be signed by an official authorized to commit your company, along with a statement that the contents, including the not-to-exceed cost that you quote in it, will remain effective for a period of not less than ninety (90) days from the proposal due date.

**Three copies of the proposal should be received by the City (not just postmarked) no later than 5:00 p.m. on Thursday, August 24, 2017. Proposals should be addressed to the City of Goleta, City Manager's Department, 130 Cremona Drive, Suite B, Goleta, California, 93117.**

Please contact Dana Grossi, Management Analyst, if you have any questions:

Email: [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org)  
Phone: (805) 562-5507

### ***EVALUATION & SELECTION***

In responding to the RFP, vendors are expected to be available to commence the services described herein on September 1, 2017. **To be considered under this RFP, proposals must contain each of the following five elements:**

1. Quality of the proposal
2. Understanding of the services advertised, including thoroughness and comprehension in addressing the Scope of Services
3. Qualifications and experience of the company and its project team with similar services
4. Cost effectiveness
5. Understanding of the City's insurance requirements *and a statement that your company can meet these requirements*

### ***ADDITIONAL INFORMATION***

All responses to this Request for Proposals will become the property of the City of Goleta.

The RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of the company's proposal. The City reserves the right to modify or cancel this Request for Proposals in part or in its entirety and to accept or reject any or all of all proposals received if they do not meet the minimum requirements of this RFP. The City also reserves the right to negotiate with the selected company to revise the scope of services if necessary, including modifying the janitorial services requested, to more closely match City needs.

If your company is awarded the contract, your services (as well as those provided by other members of the team) will be subject to the terms of the Standard Agreement for General Services, which is attached to this RFP. Unless the parties agree otherwise at the time the contract is signed, payment under the Agreement shall be made according to Section 2 Compensation and Payment. Your company should review the terms of the Agreement to ensure that the proposal is consistent with its provisions and include in the proposal an acknowledgement of acceptance of those provisions, including requirements for indemnification and insurance. If your company takes exception to any of the terms, such concerns or exceptions must be expressly stated in the proposal. Please note in particular the terms that relate to nondiscrimination and to news release and other media contacts.



## EXHIBIT B COMPENSATION

### City Hall:

1. Provision of general janitorial maintenance three times per week per the task schedule listed in Exhibit A: \$1,689 per month
2. Paper and product cost \$325 per month

Total monthly cost for City Hall= \$2,014

Total cost for City Hall through June 30, 2018= \$16,112

Upon the City's request, Service Provider will perform additional work at City Hall:

1. Shampoo and extract carpet on first and second floor: \$980 per occurrence
2. Strip and wax restroom floors, foyer, and kitchen floor: \$580 per occurrence
3. Scrub and wax restroom floors, foyer, and kitchen floor: \$380 per occurrence

*The total price for City Hall includes annual carpet cleaning for the first and second floor. All subsequent carpet cleanings will be billed at the above listed price.*

### Goleta Library:

1. Provision of general janitorial maintenance seven days per week at the Goleta Library week per the task schedule listed in Exhibit A: \$4,186 per month
2. Cost for monthly toilet paper; seat covers; single and multifold hand towels; hand soap and trash liners: \$450 per month

Total monthly cost at Goleta Library= \$4,636

Total annual cost at Goleta Library through June 30, 2018= \$37,088

Upon the City's request, Service Provider will perform additional work:

1. Shower scrub and seal lobby floor: \$590 per occurrence
2. Strip and wax restroom floors: \$510 per occurrence
3. Scrub and wax restroom floors: \$410 per occurrence
4. Shampoo and extract carpet: \$380 per occurrence

Total not to exceed cost for both facilities through June 30, 2018= \$54,200

Emergency call response = \$45/ hour



Agreement No. 2017-103.1  
City of Goleta, California

**AMENDMENT NO. 1  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
JANICARE**

This **Amendment No. 1** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **JaniCare**, (a California Corporation), ("Service Provider") dated November 1, 2017 ("Agreement," Agreement No. 2017-103) is made this 17th day of July, 2017.

**RECITALS**

**WHEREAS**, this Agreement is for the provision of custodial services at the Goleta Library and City Hall; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed fifty-four thousand two hundred dollars (\$54,200); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred sixty-six thousand six hundred dollars (\$166,600) for continued custodial services; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Section 6 for the termination of the Agreement on June 30, 2018 with up to two one-year extensions; and

**WHEREAS**, the parties desire to retroactively amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

**WHEREAS**, the City Council approved this Amendment No. 1, on this 17th day of July, 2018.

**AMENDED TERMS**

**Now therefore** City and Service Provider agree as follows that the Agreement be, and hereby is, amended as follows:

**1. Section 2 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$15,000 and to read in its entirety:

**(a) Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be \$166,600, and SHALL NOT EXCEED the sum of \$220,800 over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked Exhibit "B", attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

1. **Section 6. TERM** of the Agreement is amended to extend the term for an additional two years and to read in its entirety:


This agreement shall expire on June 30, 2020.

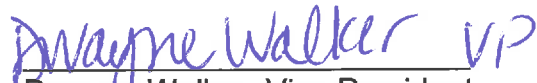
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

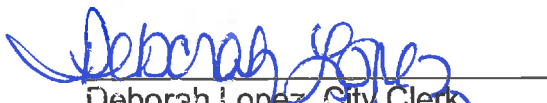
**CITY OF GOLETA**

**SERVICE PROVIDER**

  
Michelle Greene, City Manager

  
Dwayne Walker, Vice President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Willow Walker, Chief Financial Officer

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney



**TO:** Mayor and Councilmembers

**FROM:** Kristy Schmidt, Assistant City Manager

**CONTACT:** Todd Mitchell, Human Resources/Risk Manager

**SUBJECT:** Amendment No. 2 to Custodial Agreement with JaniCare for City Hall, the Goleta Valley Library, and the Corporation Yards

**RECOMMENDATION:**

- A. Approve and authorize the City Manager to execute Amendment No. 2 to General Services Agreement No. 2017-103 with JaniCare for custodial services at the Goleta City Hall, the regular and satellite Corporation Yards, and the Goleta Valley Library retroactive to June 30, 2020, to update ongoing regular services and add new temporary services and supplies related to the COVID-19 crisis; to extend the term for an additional year with a termination date of June 30, 2021; and to increase the contract amount by \$202,835 for a new total not-to-exceed contract amount of \$422,835.
- B. Authorize additional appropriations of \$45,468 from General Fund Unassigned Fund Balance and \$12,732 from Library Services (Measure L) Fund Balance to the FY 2020/21 Maintenance-Facilities accounts to cover additional COVID-19 related custodial services.

**BACKGROUND:**

JaniCare is the custodial services company for City Hall and the Goleta Valley Library. They were selected as a vendor as a result of a Request for Proposals performed in August 2017. A first amendment was approved by City Council on July 18, 2018, extending the term through June 30, 2020.

Recently, JaniCare has assumed additional services as follows:

- In November 2019, when the City assumed ownership of the City Hall facility, JaniCare began providing regular service to the second-floor restrooms and the building common area, including the stairwell and lobby, at a cost of \$480 per month.
- In March 2020, when the existing contractor, Pathpoint, notified the City that it would no longer provide service to the Public Works Corporation Yard, JaniCare assumed that service at an additional monthly cost of \$390.

- In June 2020, as Library administrative staff moved temporarily into the vacant City Hall suite C, JaniCare assumed cleaning of those offices and the kitchen areas at a cost of \$410 per month.
- Finally, the City has requested extra disinfecting services related to the COVID-19 pandemic from JaniCare at all City workplaces at a cost of \$2,700 per month for City Hall (increased to \$2,950 per month with the addition of parts of Suite C at City Hall), \$810 per month at Corporation Yard, \$1,460 per month at the Satellite Corporation Yard at the City-owned warehouse at 27 S. La Patera, and \$650 per month at the Goleta Valley Library. These services are expected to continue through the health emergency.

This contract amendment will bring all these services, including the ongoing COVID-19 emergency services, under the same agreement.

The City's relationship with JaniCare dates back to February of 2013. JaniCare has provided quality services and is a trusted local vendor. Staff are familiar with JaniCare's staff and work, and believe that this vendor will continue to provide quality services through the duration of the COVID-19 crisis.

## **DISCUSSION:**

Staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to an Agreement for General Services with JaniCare (Attachment 1), as previously amended (Attachment 2), for one year through June 30, 2021, and increase the total not-to-exceed contract amount by \$202,835 for a new total not-to-exceed amount of \$422,835. Of the \$202,835, \$19,135 covers COVID-19 disinfecting and sanitation in the City's various facilities in FY 2019/20 and \$70,440 will cover anticipated COVID-19 disinfecting and sanitation in FY 2020/21. Actual costs will vary based on the duration of the pandemic emergency.

### City Hall

Prior to the City's purchase of 130 Cremona Drive, the initial cost for cleaning parts of City Hall that were originally occupied by City staff was \$2,014 per month. With the first amendment to the agreement in 2018, this amount was increased to include \$2,000 per year for emergency or additional services during the agreement term. Subsequently, this was increased by \$480 per month in November 2019, and then again by \$410 per month in June 2020, as the City assumed ownership and began to occupy additional space in City Hall.

The total cost for regular custodial services at City Hall for Fiscal Year (FY) 2020/21 is \$38,948. Janitorial maintenance includes three (3) days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2) and other paper products and cleaning supplies. The cost for the new year includes up to \$175 per month increase to paper supplies, as needed, for the upstairs restroom and kitchen. This reflects the increased cost of supplies and is based on regular occupancy of City Hall. If most

employees continue to work from home a significant percentage of time, we will not use the full monthly allowance for such supplies.

#### Goleta Valley Library

The initial cost for service at the Goleta Valley Library was \$4,636 per month. With the first amendment to the agreement in 2018, this was increased to include \$2,000 per year for emergency or additional services during the agreement term.

The total cost for regular custodial services at the Goleta Valley Library for FY 2020/21 is \$57,632. Janitorial maintenance includes seven (7) days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2). It also includes costs for paper products and restroom supplies.

Regular janitorial service was halted temporarily when the Library closed due to the COVID-19 stay-at-home order but was restarted in June 2020 when staff reentered the building to begin sidewalk service. Regular service resumed at just 5 days a week, due to reduced hours for sidewalk service, at a reduced monthly cost of \$3,790 per month, but will go back to full price when services are again provided 7 days per week. For purposes of this agreement, this is assumed to be July 2020, but it will likely be later.

#### Corporation Yard

In March 2020, Pathpoint notified the City that it would no longer provide service to the Public Works Corporation Yard. JaniCare assumed that service at an additional monthly cost of \$390. Staff are requesting an additional \$2,000 per year for emergency or additional services during the amended agreement term. The total cost for regular custodial services at the Corporation Yard for FY 2020/21 is \$6,680. This includes 2 days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2). It also includes costs for paper products and restroom supplies.

#### Temporary COVID-19 Related Services

During the COVID-19 Crisis, certain staff have occupied City Hall daily as needed to provide essential services, including Police Officers, the Assistant City Manager, Finance staff, City Clerk and I.T. staff. Since March, JaniCare has been providing daily specialized COVID-19 related janitorial maintenance 5 days per week to disinfect and sanitize shared surfaces such as indoor and outdoor doorknobs, kitchens and bathrooms, counters, doors, tables, and chairs to prevent the spread of COVID-19. This cost was initially \$2,700 and will increase to \$2,950 per month with the addition of service to parts of City Hall Suite C. Similar services have been provided at the Corporation Yard (\$810 per month) and a temporary satellite maintenance facility at the old DRI Building (\$1,460 per month) to protect maintenance employees during the COVID-19 crisis. Beginning in June 2020, similar services are being provided six days per week at the Goleta Valley Library (\$650 per month). JaniCare has also supplied the City with certain COVID-19 related supplies that were difficult to purchase on the open market, such as disinfecting wipes and disposable gloves.

The prices for these cleaning services include all cleaning materials and labor and will continue month-to-month until the current crisis ends. Staff expects to seek federal and/or state reimbursement for the required additional cleaning related to maintaining government services during this crisis. The total cost for COVID-19 related services in FY 2020/21 at all facilities, assuming a full year of service, will be \$70,440.

### FISCAL IMPACTS:

The total contract amendment is for an increase of \$202,835 for a total maximum not to exceed of \$422,835. Of this amount, \$19,135 is related to FY 2019/20 and \$183,700 is related to FY 2020/21.

The breakdown of the estimated cost for FY 2020/21 is as follows:

Facility/Service	Monthly	Additional Annual	Total Annual
City Hall, Regular	\$3,079	\$2,000	\$38,948
City Hall, COVID-19	\$2,950	N/A	\$35,400
Library, Regular	\$4,636	\$2,000	\$57,632
Library, COVID-19	\$650	N/A	\$7,800
Corporation Yard, Regular	\$390	\$2,000	\$6,680
Corporation Yard, COVID-19 (includes satellite location)	\$2,270	N/A	\$27,240
<i>Extra Services upon written agreement</i>	<i>N/A</i>	<i>\$10,000</i>	<i>\$10,000</i>
<b>TOTAL</b>	<b>\$13,975</b>	<b>\$16,000</b>	<b>\$183,700</b>

Note that staff has requested \$10,000 authority for FY 2020/21 for the City Manager to authorize additional services should additional COVID-19 services or supplies be needed through JaniCare or should expanded square footage be included; for example, if staff, contractors, or tenants were to occupy additional space in Suite C in City Hall. This will provide additional flexibility to react during this uncertain time without the need to return to the City Council for additional authorization. This is in addition to the usual minimal additional authority to address emergencies in the existing regular service areas and will only be used if necessary.

Janitorial services are supported by the General Fund (City Hall, Corporation Yard, Extra Services) and Library Special Revenue Funds (Goleta Valley Library). The revised adopted FY 20/21 Mid-Cycle Budget allocated the following budget for janitorial services:

Fund Type	Account	Adopted Budget FY 20/21	Requested Appropriations	Amended Budget FY 20/21
General	101-10-1600-51064	\$72,800	\$45,468	\$118,268

County Per Capita	208-20-2100-51064	\$33,400	\$0	\$33,400
Library Services	501-20-2100-51064	\$19,300	\$12,732	\$32,032
<b>TOTAL</b>		<b>\$125,500</b>	<b>\$58,200</b>	<b>\$183,700</b>

Staff is recommending an additional appropriation of \$58,200 to support the total contract increase for FY 2020/21. Of this amount, \$45,468 is recommended from the General Fund's Unassigned Fund Balance of \$5.5 million and \$12,732 from Library Services Fund (Fund 501) - Fund Balance of approximately \$727,000.

In addition, staff is requesting additional agreement authority for COVID-related service and supplies already secured by budget available in FY 2019/20 of \$19,135 for a total additional authority of \$202,835 under this amendment. While the existing agreement authority for FY 2019/20 was able to cover the fluctuations in costs for regular services, it was not enough to also cover the COVID-19 emergency related services.

Should the COVID-19 crisis end, the extra services for COVID-19 disinfection in FY 2020/21 listed above will be discontinued. If the City receives reimbursement for all or some COVID-19 related costs, it will partially offset the cost of this agreement, and reimburse back the General Fund and Library Special Revenue Funds.

#### **ALTERNATIVES:**

The City Council may choose not to approve Amendment 2 at this time, and instead authorize a month-to-month extension only. This would necessitate a new procurement process, adding to a current high workload for Support Services staff. It is not recommended that no authorization be provided, or JaniCare will be required to cease services immediately, which may cause a health and safety hazard given the ongoing COVID-19 crisis.

#### **Reviewed By:**

\_\_\_\_\_  
Kristine Schmidt  
Assistant City Manager

#### **Legal Review By:**

\_\_\_\_\_  
Michael Jenkins  
City Attorney

#### **Approved By:**

\_\_\_\_\_  
Michelle Greene  
City Manager

#### **ATTACHMENTS:**

1. Amendment No. 2 to Agreement No. 2017-103 for General Services between the City of Goleta and JaniCare
2. Agreement No. 2017-103 and Amendment No. 1 to Agreement No. 2017-103 for General Services between the City of Goleta and JaniCare – Available Online only