

CUSTODIAL SERVICES CONTRACT
[Custodial Services for City Facilities (RFP No. 25-26.23)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2026 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ULTIMATE MAINTENANCE SERVICES, INC., a California corporation (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment necessary to complete in good workmanship and substantial manner the work and services (the “Work”) described in the Custodial Specifications, which are attached as Attachment No. 1, at the locations and at the associated costs set forth in Attachment No. 2, which are incorporated herein by this reference.

b. The Work shall be performed in conformity with the Custodial Specifications at City buildings and facilities identified in the Custodial Specifications and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

c. Unless and until otherwise notified in writing by City’s Public Works Director, City’s Assistant Field Services Manager, Rachael Gomez (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within ten (10) days of the Effective Date and diligently prosecute completion of the Work. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

a. Except for any additional work or services authorized by the Authorized City Representative, Contractor agrees to receive and accept an amount not to exceed ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND, FOUR HUNDRED TWELVE DOLLARS and

76/100 (\$1,462,412.76) as full compensation for furnishing all materials and doing all the Work described in the Custodial Specifications (the “Base Compensation). City shall pay to Contractor the sum of 1/12th of the Base Compensation each month during the Initial Term; provided, however, that for each periodic carpet and window cleaning, City shall pay to Contractor the amount set forth in Attachment No. 2 for each of the facilities described therein for which such services and work are performed.

b. In addition to the regular janitorial and periodic carpet and window cleaning services to be performed by Contractor, the parties recognize that additional work and services may be required from time to time. In anticipation of such contingencies, the sum of TWO HUNDRED NINETEEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS and 91/100 (\$219,361.91) may be made available in the discretion of the Authorized City Representative for payment to Contractor during the Initial Term or an Extension for any additional work or services authorized by the Authorized City Representative. The Authorized City Representative is authorized to reimburse Contractor for the actual costs incurred by Contractor in performance of any such additional work or services in accordance with such amount as the Authorized City Representative and Contractor may agree upon in advance. Contractor shall perform only that work or those services that are specifically requested and authorized by the Authorized City Representative from time to time during the Initial Term or an Extension.

c. The total amount of compensation for the Initial Term of this Contract, including contingencies, shall not exceed ONE MILLION SIX HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS and 68/100 (\$1,681,774.68)

d. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such work or services. Any cost estimate or proposal requested to be prepared by the Authorized City Representative will include a projection of recommended steps to be taken in the assigned matter and costs for each step.

e. As scheduled janitorial services, periodic carpet and window cleaning, and additional work or services are completed each month, Contractor shall submit to City an invoice for the work or services completed for the preceding month, authorized expenses and authorized periodic carpet and window cleaning or extra work or services actually performed or incurred. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

ARTICLE 4

Term; Extension; Compensation for Extension

a. The Initial Term of this Contract is three (3) years (the “Initial Term”), commencing August 1, 2026, and expiring on June 30, 2029 (the “Initial Expiration Date”); provided, however, that City has the right to extend the term of this Contract for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing on July 1, 2029, and terminating on June 30, 2030, in an annual amount calculated as set forth in Subsection d, below: and
- Second Extension (the “Second Extension Term”) commencing on July 1, 2030, and terminating on June 30, 2031, in an annual amount calculated as set forth in Subsection d, below.

b. The City Manager is authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Contract for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Contract not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein, this Contract shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Contract. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Contract.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Contract. The City Manager is hereby authorized to approve and execute amendments to this Contract reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each Extension.

d. Increase in Compensation for Extension Term. If City exercises its option to extend the term of the Contract:

(1) For the First Extension Term, the Base Compensation payable to Contractor shall be increased on the commencement date of the First Extension Term to the lesser of: (a) the percentage of increase or decrease in the most recently published Consumer Price Index (“CPI”) for the preceding twelve months; or (b) two percent (2%). In no event shall the Base Compensation payable to Contractor for the Second (or later) Extension Term be less than the Base Compensation payable immediately preceding that Term. The adjusted fee, if any, shall be rounded to the nearest dollar. There shall be an additional contingency amount of SEVENTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS and 00/100 (\$74,583.00) during the First Extension Term.

(2) For the Second (or later) Extension Term, the Base Compensation payable to Contractor shall be increased on the commencement date of the Second (or later) Extension Term to the lesser of: (a) the percentage of increase or decrease in the most recently published Consumer Price Index ("CPI") for the preceding twelve months; or (b) two percent (2%). In no event shall the Base Compensation payable to Contractor for the Second (or later) Extension Term be less than the Base Compensation payable immediately preceding that Term. The adjusted fee, if any, shall be rounded to the nearest dollar. There shall be an additional contingency amount of SEVENTY-SIX THOUSAND SEVENTY-FIVE DOLLARS and 00/100 (\$76,075.00) during the Second Extension Term.

(3) For the purpose of this Contract, the term "Consumer Price Index" or "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) (Los Angeles-Long Beach-Anaheim; all items, not seasonally adjusted; 1982-1984=100 reference base).

ARTICLE 5

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract, and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 6

Independent Contractor; Contractor not Agent

a. At all times during the Term of this Contract, Contractor and its workers shall be an independent contractor and not employees of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 7

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 8

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the Term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has complied and shall at all times before, during and after this Contract comply, in all respects, with the Displaced Janitor Opportunity Act; and

(3) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(4) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(5) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors to make the same representations and warranties required by this Article 8 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall deliver to City before the commencement of Work under this Contract for each and every employee assigned to perform Work under this Contract and, thereafter, during the term of the Contract for each and every prospective employee hired to perform Work under this Contract the following verification that all such employees are eligible to work in the United States:

(1) Records sufficient to establish that it has complied with the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and operated jointly by the United States Department of Homeland Security and the United States Social Security Administration, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986. Contractor shall retain such records for the duration of such employee's employment. The records maintained shall be immediately made available to City for inspection and audit upon written notice to Contractor by the City Manager; and

(2) A color photocopy of a current and active California Driver License or California Identification card issued by the Department of Motor Vehicles.

e. To the extent permitted by law, City may conduct a background check on each and every prospective employee hired to perform Work under this Contract. No personnel of Contractor shall perform or commence to perform any services to City under this Contract unless and until City has conducted and completed to its satisfaction a Megan's Law check and a background check or, conversely, notified Contractor that it has elected not to conduct a background check on one or more of Contractor's employees or prospective employees. The background check will be similar to that used for non-sworn Public Safety City employees and may consist of, among other things, the taking of fingerprints by the California Department of Justice, a check of police records, and a Megan's Law check through the Sex Offender Tracking Program at the California Department of Justice. Contractor shall cooperate with City in its background check process and to use its best efforts to have its employees and prospective employees (if any) cooperate with City in that process.

f. All costs associated with the documentation and verification required in Subsection 8.d and 8.e shall be borne by Contractor. At such time as Contractor notifies City of the name(s) of the person (or persons) Contractor is considering to perform Work under this Contract, Contractor shall reimburse City for the actual cost to City associated with the conduct of a background check associated with the specified work location. If a prospective worker fails the background check, City shall refund to Contractor one-half of the amount paid for such person. Contractor may not change employees working under this Contract without written notice to City, accompanied by the documentation and verification required herein for such employees. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract

g. If Contractor or a subcontractor knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

h. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Regulations.

i. Contractor shall indemnify and hold City, its officers, officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 9

Displaced Janitor Opportunity Act

a. Contractor shall comply with the Displaced Janitor Opportunity Act (California Labor Code Section 1060 et seq.) (the "Act"), a copy of which is attached as Attachment No. 3 and incorporated herein by this reference.

b. Pursuant to the Act, Contractor shall retain, for a 60-day transition period commencing with the Effective Date of this Contract, any employees who had been employed by Prior Contractor for at least four (4) months prior to the Effective Date at any of City's buildings and facilities which are the subject of this Contract, unless Contractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while under the City's contract with Prior Contractor.

c. For those employees described in the immediately preceding paragraph that must be retained by Contractor, Contractor is required to make a written offer of employment to each of those employees in such employee's primary language or another language in which the employee is literate if each such employee's performance during the 60-day transition period is satisfactory. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than ten (10) days. The Act does not require Contractor to pay the same wages or offer the same benefits as were provided by Prior Contractor.

d. If at any time Contractor determines that fewer employees are needed to perform services under this Contract than were required by Prior Contractor, Contractor shall retain employees by seniority within the job classification.

e. Upon commencement of Work and services by Contractor under this Contract, Contractor shall provide to the Authorized City Representative a list of employees and a list of the employees of any subcontractors retained to provide services at City's buildings and/or facilities. Such list (or lists) shall indicate which of those employees were employed at those same City buildings and/or facilities by Prior Contractor. Contractor is also required to provide City with a list of any of Prior Contractor's employees who were not retained either by Contractor or by any of its subcontractors, stating the reason those employees were not retained.

f. During the 60-day transition period, Contractor shall maintain a preferential hiring list of eligible covered employees not retained by Contractor, from which Contractor is required to hire additional employees until such time as all of the employees of Prior Contractor have been offered employment.

g. During the 60-day transition period, Contractor shall not discharge any employee retained pursuant to the Act without cause, which cause shall be based only on the performance or conduct of the particular employee.

h. At the end of the 60-day transition period, Contractor shall provide a written performance evaluation to each employee retained pursuant to the Act. If the employee's performance during that 60-day period is satisfactory, Contractor shall offer the employee continued employment. Any employment after the 60-day transition period shall be at-will employment under which the employee may be terminated without cause.

i. Contractor hereby certifies that it has read and reviewed the Act and fully understands the same, including the rights of an employee not offered employment or discharged in violation of the Act, which are set forth with particularity in the Act and, more specifically, at Labor Code Section 1062. Contractor further certifies that it has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities under the Act.

j. The aforementioned provisions of the Act apply to any subcontractors of Contractor. Contractor shall furnish or cause to be furnished to City evidence satisfactory to City that any subcontractor with whom Contractor has contracted for the performance of Work or services pursuant to this Contract as of the Effective Date of this Contract has complied with the Act.

k. The failure of Contractor to comply with the Act after notice and reasonable opportunity to cure may result in a breach or default in the terms of the Contract, in which case City may terminate this Contract or take such other legal action as may be available to City under the circumstances and deemed appropriate.

ARTICLE 10

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, or employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers’ compensation acts, the Displaced Janitor Opportunity Act, and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor or its employees arising out of Contractor’s Work under this Contract, including any and all claims under any law pertaining to Contractor’s status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents,

representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be in excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

ARTICLE 14

Indebtedness

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim, lien, or stop notice right against City, Contractor shall immediately upon request from City pay such claim or indebtedness or cause such lien or stop notice to be dissolved and discharged by giving a bond or otherwise and, in case of its failure so to do, City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the Custodial Specifications. Contractor shall pay to City the difference between the contract price and the actual cost to City in completing or causing the Work to be completed.

ARTICLE 15

Assignment

This Contract shall not be assigned in whole or in part, nor any duties delegated without City's prior written approval.

ARTICLE 16

Default; Waiver

a. Failure by Contractor to perform any action or covenant required by this Contract within the time periods provided herein following notice and failure to cure, as described hereafter, constitutes an "Event of Default" under this Contract.

b. If City claims a default, it shall give written notice to Contractor specifying the alleged grounds for the default. City shall not institute any proceeding against Contractor and Contractor shall not be in default if Contractor, within three (3) days from receipt of the notice, immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence within five (5) days following receipt of said notice, or for such defaults that cannot reasonably be cured within said five (5) day period, within such additional time as is reasonably necessary to cure such default.

c. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Contract, City may institute an action at law or equity to seek specific performance of the terms of this Contract, or to cure, correct or remedy any Event of Default, to recover damages for any Event of Default, or to obtain any other remedy consistent with the purpose of this Contract.

d. The failure by City to give notice of an Event of Default shall not be deemed an acceptance of such default or a waiver of the provisions of this Contract. Any failure or delay by either party in asserting any of its right and remedies as to a breach of any of the other party's covenants, conditions or agreements set forth herein shall not operate as a waiver of such breach or of any such rights or remedies, or deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce such rights or

remedies. A waiver by either party of a breach shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements set forth in this Contract.

ARTICLE 17

Termination

a. City, acting through its City Manager or his/her designee, may terminate this Contract, in whole or in part, for any reason, by giving not less than thirty (30) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall discontinue all Work on the Contract as directed in the notice. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits. The provisions of this paragraph shall not limit or affect the right of City to terminate this Contract immediately upon written notice of breach. In the event of termination, the payment bond delivered to City at the time of the award of this Contract (as the same may be modified, supplemented and extended with the approval of City) shall remain in effect for six (6) months after the date of termination to provide surety that any vendors or laborers will be paid.

b. Contractor may terminate this Contract at any time upon the giving of not less than ninety (90) days' prior written notice to City.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"

Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd.
Lawndale, CA 90260

Attn: Paul Marmol, President

Telephone: 310-505-5857
E-Mail: paul@umscorporation.com

"CITY"

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Rachael Gomez

Telephone: 714-744-5588
E-Mail: rgomez@cityoforange.org

ARTICLE 19
Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 20
Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Contract, after notice and reasonable opportunity to cure, shall not be compensated. Should there be any conflict between the terms of this Contract and any of the attachments hereto, this Contract shall control and nothing herein shall be considered as an acceptance of the said terms of said attachment conflicting herewith.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 21
Counterparts

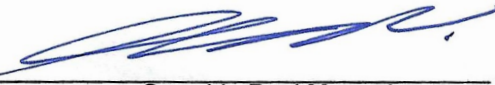
This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Contract, the parties have entered into this Contract as of the year and day first above written.

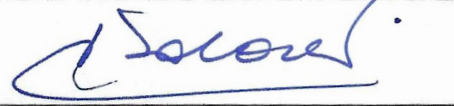
"CONTRACTOR"

ULTIMATE MAINTENANCE SERVICES, INC.,
a California corporation

*By: 

Printed Name: Oswaldo Paul Marmol

Title: President

*By: 

Printed Name: claudia salomon

Title: Secretary

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Conner Hyland
Senior Assistant City Attorney

- *NOTE:**
- The City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Contract. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Contract, must be provided to the City

√ X

IN WITNESS of this Contract, the parties have entered into this Contract as of the year and day first above written.

“CONTRACTOR”

“CITY”

ULTIMATE MAINTENANCE SERVICES, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Conner Hyland
Senior Assistant City Attorney

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√

ATTACHMENT NO. 1

CUSTODIAL SPECIFICATIONS

[Behind this sheet]

CUSTODIAL SPECIFICATIONS

(RFP No. 25-26.23)

<u>Sections</u>	<u>Description</u>	<u>Page No.</u>
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Section A

Custodial Requirements

It is the objective of the City of Orange ("City") to ensure that custodial and housekeeping services are provided to all the buildings and facilities described in these specifications. The City buildings and facilities covered by these specifications are generally referred to as the Public Works Building, Administration Building and Finance Building that make up the Civic Center, this includes the Computer Training Room, additional training room, men's and women's locker rooms and lunchroom located in the basement beneath those buildings, Community Services Administration Building, Fire Department Headquarters (Administration Wing only), the Orange Public Library and History Center, the Police Department Headquarters, Corporation Building I (Fleet Services restroom and break room to be serviced by the Day Porter assigned to the Police Department Headquarters), Corporation Building II, Water Plant, Taft Branch Library, the El Modena Branch Library, The Old Towne West Parking Structure. Housekeeping Services are to be performed during the specified hours listed in these specifications, unless otherwise directed and/or approved by the City of Orange. These specifications also include special cleaning intervals and other specific requirements.

Note: The City of Orange may, in its sole discretion, adjust the days and times for the performance by the Contractor of work and services if the hours of operation of the City for any one or more City facilities should change during the term of the Contract. For example, if the hours of operation of one or more buildings or facilities are reduced or otherwise altered due to budgetary considerations or the furlough of employees, the City and the Contractor shall agree upon credits for reductions in service or additional compensation in the event the hours of operation or availability of buildings and facilities to the public are increased.

The City of Orange requires the following of the contractor retained for the performance of this contract:

1. **Background/Security:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and security records to perform this work. See the Contract Agreement ("Agreement") for the specific details that will be required of the Contractor and its employees.
2. **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings. The Contractor shall not allow the use or presence of alcohol or drugs on the premises or in the buildings.
3. **Conduct:** No person(s) shall be employed for this work who is/are found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, or who fails or otherwise refuses to perform the work properly and

in a suitable fashion. The Contractor shall immediately remove such persons from the performance of work under this Agreement.

4. Supervision of Staff: The contractor shall assign one supervisor who is not engaged in cleaning or other non-working activities. This supervisor must be present at all times during night operations and will be responsible for overseeing conduct and workmanship. At the City of Orange facilities, there must be one supervisor or foreman on-site. The supervisor should be able to communicate effectively in both written and spoken English and is required to complete a daily inspection log.
5. Day Porters: All Day Porters shall be fully trained for the type of duties they will perform and shall be able to communicate effectively in both written and oral English.
6. Training: Contractor shall have an ongoing training program for its entire staff in areas of Safety and Job Duties. Contractor shall provide only personnel who have been fully trained for the performance of this work. Supervisors shall have been trained in supervision and in technical training regarding Custodial Services.
7. Uniforms: All of Contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the Contractor's company name.

Example: "Company Name
 Partner with the City of Orange"

A photo ID badge must be worn at all times. ID badges must include the individual's name, the contractor's name, and a 24-hour emergency contact number.

8. Adequate Safety: Applicable warning devices shall be used by the Contractor when there is a safety hazard (i.e., rain-slip), waxing or wet mopping floors, or as needed to ensure the safety of City employees and members of the general public while at or on City buildings and facilities. Contractor shall be responsible for adequately instructing their employees regarding all safety measures. Contractor shall adhere to CalOSHA and Centers for Disease Control and Prevention (CDC) regulations at all times. All equipment used by the Contractor shall be maintained in a safe operating condition at all times and be free from defects. All employees of the Contractor must wear proper personal protective equipment while working at or on any of the City's buildings or facilities.
9. NON SMOKING FACILITIES: All City buildings and facilities are designated as non-smoking facilities. No employee of the Contractor shall smoke while within twenty-five (25) feet of any entry of said buildings or facilities.

10. KEYS: Contractor shall establish and implement methods for ensuring that all keys & key cards issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons. No keys or keycards issued to Contractor by the City shall be duplicated without prior written authorization from the City. Contractor shall report to the City any occurrences of lost or duplicated keys/keycards. In the event the City discovers that keys/keycards have been lost or duplicated by the Contractor's employees, the City may require the Contractor to re-key or replace the affected lock or locks or perform re-keying or keycard replacement, in which event the City may deduct the total cost from any compensation due to the Contractor. It is also the responsibility of the Contractor to prohibit the opening of locked areas or to permit the entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.
11. Tracking: All Restrooms shall have a "Restroom Service Sheet" completed daily to ensure an adequate level of cleanliness and sanitation is maintained. These sheets will be turned in by the Contractor each month and reviewed by the city.
12. Maintenance Repairs: Contractor shall report any maintenance repairs needed (i.e., leaking faucets; clogged drains; broken electrical plugs; lights out, etc.) to the City's facilities maintenance department by phone (714-532-6480). To prevent drain clogging, all wax strippers and dirty mop water are to be emptied into a flush toilet only, not into any urinals or floor sinks. No cleaning solutions are to be dumped or released to the environment. This includes all parking lots.
13. Standard Forms: Listed below are some of the standard forms that will be used to communicate the City's needs and requirements.
 - a. Performance Inspection Form
 - b. Service Request Form (e-mail request)
 - c. Service Complaint Form
 - d. General Notes: E-mails; memos, verbal instructions, and voicemails.
14. Contact Information: The Contractor shall provide the following contact information.
 - a. 24-hour contact number
 - b. Emergency Contact number
 - c. Custodial Hotline
 - d. E-mail address
 - e. General Manager
 - f. Account Manager
 - g. On-site supervisor(s)
15. Response Time: Response time to City needs (i.e., Contractor's personnel arriving at the city facility to respond to a request) during the Contractor's normal work schedule is to be within a half hour of the Contractor's receipt of notice from a City representative. During off hours, the response time is to

be within two (2) hours of the Contractor's receipt of notice from a City representative. Unless otherwise agreed to by and between the Contractor and the City's representative, the time allowed to correct non-conformances (i.e., corrective actions) shall be 48 hours from receipt of the correction notice.

16. Recycling & Organics: Contractor's employees shall perform services as specified by the City's authorized representative(s) to implement the City's recycling and organics program. This requirement includes all facilities covered under the agreement that currently have recycling and organics practices in place, as well as any facilities that City staff may add to the recycling program during the term of the Agreement. The City prohibits the Contractor from salvaging any items from trash cans or bins and requires the Contractor to ensure that no cross-contamination occurs during waste disposal.
14. Damage to City Property: Contractor shall be liable for all costs associated with damage or verifiable theft by Contractor to any property of the City or an employee of the City, which is in any way related to the acts of the Contractor or Contractor's employees, or obligations under the Agreement. Contractors shall not remove any property of any type from the City's buildings or facilities without the expressed written consent of the City. A written report of damage or theft must be submitted to the city within 48 hours of occurrence.
15. City of Orange Telephone Usage: Telephones (including cell phones) shall not be used by the Contractor or its employees for personal reasons, with the following exceptions:
 - a. To report medical emergencies, a fire, or the need for law enforcement, in which event the Contractor's employees or agents may use a city phone to dial 9-911 from any extension.
 - b. Notification to the City of Orange Facilities Maintenance of damage or maintenance needed as required in this Agreement.
 - c. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
19. Building Security: The Contractor shall keep all exterior doors closed and locked during the performance of work when any City facility is not open for business (or as otherwise directed) and shall ensure that all doors are locked at the end of a shift, unless authorized or directed by a City representative. Security systems within City buildings or facilities shall be activated immediately after custodial service is completed in specific building(s). The City shall instruct the Contractor on how to activate any such security system.
16. Remedy for Failure to Perform Required Service: If the Contractor fails to execute the work in the manner and at such locations as specified, or fails to

maintain the work schedule which will ensure the City's interest, or if the Contractor is not carrying out the interest of the Contract, the City shall notify the Contractor both verbally and in writing requiring satisfactory compliance with the terms of the Agreement. If the Contractor does not perform the work in question within the time specified in said notice or fails to continue to comply, the city may then complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. The City may, in addition, withhold from monies due to the Contractor the sum of Three Hundred Dollars (\$300.00) per day for each calendar day delay in finishing the work within the specified time. If the sums due under the Contract are insufficient for completion, the Contractor shall pay to the City, within five (5) business days after completion, all costs in excess of the sums due. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

17. Extra Work /Project Cleaning: Work not considered to be routine or not done on a regular schedule and not considered under these specifications or otherwise in the Contract shall be considered extra work. This type of work may be completed only upon the City's designated representative's request. See the Contract for the procedures to be followed for additional work or services.

The following are examples of the type of work that is considered extra work or services:

- Cleaning areas not defined within these specifications;
- Increasing frequency of cleaning, or special projects.

18. All vehicles used by the custodians employed by the Contractor are to be identified with magnetic door signs (approx. 20" x 16") or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle. All supervisor vehicles shall be supplied with a GPS tracking device. Three (3) City representatives shall have 24/7 access to the tracking software on their desktops.

19. Requirements for Custodians:

- a. Each custodian working within City buildings and facilities will be in an approved Contractor's uniform.
- b. Each custodian will have in his/her possession a company photo identification badge at all times.
- c. All custodial supervisors, day porters, and at least one (1) person on each custodial crew must speak and write fluent English.

20. Safety and Security Requirements:

- d. All safety warning devices shall be used by the Contractor when waxing or wet mopping floors or any other area.
- e. All City buildings are NON-SMOKING facilities; no custodian is allowed to smoke while in City buildings or within 25 feet of said buildings.

21. National Pollutant Discharge Elimination System (NPDES) Requirements.

- f. The contractor shall comply with Local, State, and Federal NPDES regulations, including County Drainage Area Management Plan (DAMP) and the Agency's Local Implementation Plan (LIP) at all times while providing services to the City of Orange.
- g. The Contractor shall apply Storm Water Best Management Practices (BMP's) for all pollution prevention of any discharge of wastewater, chemicals, trash, debris, and any other pollutants to the storm drain system and/or waters of the state.
- h. Simply stated, all work is to be performed in a zero-discharge manner. All water, chemicals, materials, products, and supplies used for cleaning are to be recovered and properly disposed of in accordance with all applicable regulations.
- i. All mop and cleaning water used by the custodial contractor is to be dumped down a toilet and flushed.

22. Optional Services – services listed as optional will be awarded at the City's sole discretion.

Section B

Civic Center

The following are located within 1-2 blocks of the Civic Center. These facilities are to be provided together.

CIVIC CENTER, 300 E. Chapman Ave., Orange

Civic Center Basement, 4,056 sq. ft.

- Administrative offices and storage.
- 2 restrooms and locker rooms, 2 conference/training rooms, 1 break room/kitchen
- 90% tile flooring
- 5 days per week
- Monday through Friday (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

Finance Department, 10,000 sq. ft.

- Administrative offices and public service counters.
- 4 restrooms/conference room/lunchroom
- 95% carpeted
- 5 days per week
- Monday through Friday (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

COMMUNITY SERVICES ADMINISTRATION, 230 E. Chapman Ave., Orange

Community Services Admin Building, 9,560 sq. ft.

- Single-story administrative offices with a full, large basement.
- 90% carpeted
- 4 restrooms (2 on 1st floor, 2 in basement)
- 5 days per week service
- Monday through Friday (excluding holidays)
- Service to be performed between 7:00 p.m. and 6:00 a.m.
- Schedule I & Schedule II Service

FIRE HEADQUARTERS, 1176 E. Chapman Ave, 19,000 sq. ft.

- Two-story administrative offices
- 80% carpeted
- Locker rooms upstairs and downstairs
- 6 restrooms
- Conference rooms
- Lounge/break room/lunchroom with kitchen facilities
- 4 days per week service
- Service to be performed between 7:00 p.m. and 10:00 p.m.

- Schedule I & Schedule II Service

Orange Public Library & History Center, 407 E. Chapman Ave; 45,000 sq. ft., plus 5,140 sq. ft. in the basement

- Administrative offices and public service counters (1st & 2nd floor)
- Large Public Library service areas (1st & 2nd floor)
- Large Community Room with kitchen (1st floor)
- 5 (1st floor) + 2 (2nd floor) restrooms
- 1 break/lunchroom with kitchen (1st floor)
- 1 large children's area (1st floor)
- Study Rooms (6 total) – 1st and 2nd floor
- Event cleanup – weekly calendar will be posted on the wall outside the community room
- Back patio area to be serviced
- 1 Elevator
- 1 large basement (Sweep and empty trash twice per week)
- 95 % carpeted
- 6 days per week service excluding holidays
- Monday through Saturday service
- Service is to be performed between the close of business and 6:00 a.m. During special events, the contractor will check the weekly event calendar and adjust services accordingly.
- Schedule I & Schedule II Service

Civic Center Administration Building, 13,800 sq. ft.

- Administrative offices and public service counters.
- 4 restrooms / 3 conference rooms/lunchroom
- 95% carpeted
- 5 days per week
- Monday through Friday (excluding holidays)
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

Council Chamber, Civic Center, 4,000 sq. ft.

- Council Meeting Room
- 100% carpeted
- Theater-style seating
- Council seating area
- On Council, Commission, and Special meeting days
- Monday through Friday (excluding holidays)
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I Service

Civic Center Department of Public Works Building, 14,950 sq. ft.

- Administrative offices and public service counters.

- 2 restrooms / 3 conference rooms/lunchroom
- 95% carpeted
- 5 days per week
- Monday through Friday (excluding holidays)
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

Section C

CORPORATION YARD/POLICE HEADQUARTERS

CORPORATION YARD BUILDINGS

637 W. Struck Ave.

BUILDING 1

1st Floor 3,727 sq. ft.

- Locker rooms, restrooms, and shower facilities
- 2 outside stairwells and 1 inside stairwell
- 1 elevator
- Internal concrete floor hallway
- No carpeting
- 5 days per week/ (9/80 City of Orange standard schedule)
- Monday through Friday
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

2nd Floor; 6,640 sq. ft.

- Administrative offices
- 2 restrooms
- 80% carpeted
- Internal tile hallway
- 5 days per week/ (9/80 City of Orange standard schedule)
- Monday through Friday
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

Garage section

This section is alarmed and only accessible between the hours of 6 am and 3 pm

1st floor 40 sq. ft.

- 1 restroom, drinking fountain, and hand-wash sink
- 2 days per week (Tuesdays & Thursdays)
- Service to be performed between 6:00 a.m. and 3:00 p.m.
- Schedule I & Schedule II Service

2nd floor

- Break area with single restroom 672 sq. ft.
- 2 days per week (Tuesdays & Thursdays)
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

BUILDING 2

1st Floor 1,112 sq. ft.

- Office areas open Offices, Warehouse, Inspection Offices, and Traffic.
- 2 restrooms

- 1 elevator
- 5 days per week/ (9/80 City of Orange standard schedule)
- Monday through Friday
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

2nd Floor 3,360 sq. ft.

- Administrative offices, Traffic Management Center, Traffic Offices, and Conference Room
- 2 restrooms
- 1 large conference room
- 1 small kitchen facility adjacent to the conference room
- 1 interior stairwell
- 1 exterior stairwell
- 80% carpeted
- 5 days per week/ (9/80 City of Orange standard schedule)
- Monday through Friday
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

POLICE HEADQUARTERS

1107 N. Batavia St.

1st Floor, 39,742 sq. ft.

- Multipurpose, public service areas.
- Entrance lobby with terrazzo flooring.
- Administrative and police support areas.
- 5 interior stairwells
- 2 elevators
- 90% carpeted
- 8 restrooms
- 2 locker rooms
- 2 shower rooms
- 1 large multipurpose room with accordion room separator doors.
- 7 Days a week service (Periodic cleaning/detailing Sat & Sun)
- Monday through Friday, full service
- Saturday and Sunday 1/2 service
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

2nd Floor, 35,902 sq. ft.

- Administrative offices
- 99% carpeted
- 1 break/lunchroom
- 1 outdoor break/lunchroom

- 1 police dispatch center open 365 days a year
- 1 computer support room
- 7 Days a week service (Periodic cleaning/detailing recommended Fri, Sat & Sun)
- Monday through Sunday
- Service to be performed between the close of business and 6:00 a.m.
- Monday through Friday service
- Schedule I & Schedule II Service

Lower Level: 16,250 sq. ft. (Police escort required) plus Parking Structure 26,625 sq. ft.

- Police property room and Police crime lab (**Police escort required**)
- Large police booking and detention area (**Police escort required**)
- 8 detention rooms with commode and sink (**Police escort required**)
- 2 restrooms in hallway
- Monday through Friday service
- Large gymnasium area, clean daily
- No carpeting
- Schedule I, Schedule II, & Schedule III Service

OPD Senior Day Porter

- One (1) Day Porter (see attached PD Day Porter duties)
- Five (5) days per week, Monday through Friday (Fridays are for periodic cleaning projects)
- 7:30 a.m. to 4:00 p.m. includes one-half (1/2) hour lunch period
- Must speak fluent English and be paid a minimum of \$8.00 an hour above California minimum wage (but not less than as required by the DIR for equivalent job classifications) for the length of the contract. To be provided the option of purchasing medical insurance through the company.
- Will report to and take directions from the Public Works Management Staff and/or Police Department
- Department-designated employee. See attached Day Porter Duties – Police Headquarters.

Section D

OUTLYING BUILDINGS

WATER PLANT

189 S. Water Street, 7,305 sq. ft.

- 4 restrooms with 3 showers, 1 locker room
- Lobby and long countertop
- 1 conference room
- Water Quality Lab required special cleaning of the floor and counters to prevent any cross-contamination into water samples.
- Supervisors Modular Trailer
- 50% carpeted
- 5 days per week
- Service to be performed at the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

TAFT BRANCH LIBRARY

740 E. Taft, 7,874 sq. ft.

- 1 break/lunchroom with kitchen facility
- 3 restrooms
- 99% carpeted
- 4 days a week service excluding holidays
- Monday through Thursday service
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

EI MODENA BRANCH LIBRARY

380 S. Hewes, 10,400 sq. ft.

- 3 restrooms
- 1 break/lunchroom
- 1 large multipurpose public Community Room with kitchen facilities
- Back patio area to be serviced
- 99% carpeted
- Custodial contractor to empty the bus stop trash can
- 4 days a week service excluding holidays
- Monday through Thursday service
- Service to be performed between the close of business and 6:00 a.m.
- Schedule I & Schedule II Service

OLD TOWNE WEST PARKING STRUCTURE

130 N. Lemon Street Approx. 162,500 sq. ft.

- 5 Stories
- 608 parking stalls, including charging stations
- 2 elevators
- Two stairways
- 7 days a week service from 6:00 AM to 10:00 AM

- Rolled and sliding gates
- Blue Phones
- Trash Receptacles
- Schedule I Service

Section E

Cleaning Schedule Specifications

Schedule I

Daily Services - General Building and Office Areas (All Areas)

1. Sweep all hard surface floors.
2. Sweep all outside entrances for trash
3. Dust accessible desktops.
4. Clean kitchen countertops, luncheon tables, and position chairs
5. Clean drinking fountains
6. Empty and clean coffee pots
7. Empty all wastebaskets and other waste containers. Dispose of trash, recyclables, and organics in the designated areas, and replace liners.
8. Spot clean partitions, doors, grab bars, panic hardware, doorknobs, handles, door frames, and around wall switches.
9. Maintain the janitor's closet in a clean, stocked, and orderly manner.
10. Spot clean the office partition glass and the interior door glass.
11. Mop hard floors
12. Wipe clean all elevator doors and the control panel to remove finger marks.
13. Clean all stairwells and landings twice weekly, vacuum if carpeted (remove cobwebs).
14. Dust bookshelves, minor signage
15. Report broken or missing items to the city.
16. Establish a lost and found box at each building location to provide a collection points for items found, such as keys, jewelry, bolts, brackets, machine parts, pens, etc.

Weekly Services - General Building and Office (All Areas)

1. Sweep inside and outside stairways
2. Dust banisters and handrails.
3. Vacuum all carpets at the Main Library
4. Clean and polish drinking fountains.
5. Spot clean woodwork for finger marks and stains.
6. Dust ledges, door trim, partition tops, and moldings.
7. Dust chairs, tables, telephones, filing cabinets, and other office furniture.
8. Dust windowsills, ledges, chair rails, partition trim, and low moldings.
9. Wipe down all chair rungs and office furniture.
10. Dust pictures, clocks, and major signage.
11. Buff all main aisles and corridors as needed to ensure a slip-resistant, high-gloss finish.
12. Spot clean carpet for spillage, stains, etc.
13. Clean and polish the Police Headquarters, Water Plant, Corp Yard, and Fire Headquarters locker room, showers, and restrooms, and also the two Police lower-level restrooms.

Monthly Services - General Building and Office Areas (All Areas)

1. High dust moldings, doors, and window casings.
2. Vacuum all carpets
3. Vacuum, sweep, or polish elevator cab floors where applicable.
4. Mop and buff all tile floors to ensure a slip-resistant, high-gloss finish.
5. Clean the wall and ceiling vents.
6. Clean wax vinyl floors to ensure a slip-resistant, high-shine surface.
7. Clean and wipe down baseboards.
8. Vacuum draperies and blinds
9. Clean and disinfect the handrails.
10. Detail carpet edges under and around furniture and behind doors.
11. Vacuum upholstered furniture
12. Spot dust for cobwebs in all areas inside and outside of the building
13. Remove debris from ceilings, walls, and floors
14. Clean corners and remove cobwebs and dirt
15. Thoroughly clean all glass entry doors.
16. Dust the large hanging orange ball and hanging animal heads inside the Main Library.

Schedule II

Daily Services - Restrooms

1. Empty and disinfect all wastepaper containers and replace liners with new ones.
2. Clean and polish mirrors.
3. Clean and disinfect all toilet tissue, towels, trash, and product sanitary containers
4. Clean and disinfect toilets, urinals, and sinks (inside and out), removing scale and all other organic materials.
5. Clean and disinfect both sides of toilet seats.
6. Clean and disinfect handles, knobs, and all other hand-touched areas.
7. Clean all splash marks from the wall over the sinks.
8. Wipe down with disinfectant the ceramic tile walls, toilet compartments, and partitions.
9. Refill soap, towel, tissue, seat cover dispensers, and sanitary product dispensers.
10. Clean, disinfect, and wipe dry all countertops.
11. Clean and polish drinking fountains, chrome under sinks, toilets, and urinals to keep scale-free.
12. Spot clean partitions for smudges and remove graffiti.
13. Wipe clean the tops of partitions.
14. Spot clean walls (with disinfectant) for splashes around sinks and urinals.
15. Pour a minimum of one gallon of water into floor drains to prevent odors.
16. Thoroughly mop floors with disinfectant solution.
17. Thoroughly clean and sanitize shower facilities (as required – site specific)
18. Remove debris from ceilings, walls, and floors.
19. Remove cobwebs from all areas of the restroom.
20. Inspect and clean the restroom entrance area of trash and debris
21. Replace air fresheners as needed.
22. Report any plumbing or facility issues (repairs needed) to the City's Facilities Services Division (714-532-6480).

Note: The Waterless Urinals require special cleaning procedures. The training of custodial personnel shall be the Contractor's responsibility. The cleaning procedures are available at www.falconwaterfree.com. While the City will pay for and furnish the urinal replacement cartridges for all Facilities except the Police Department Building, and for the Contractor's periodic change-out in accordance with the procedures thereof, the Contractor shall be responsible for the labor to change out the urinal replacement cartridges. The Contractor is responsible for the cost of replacing any cartridge damaged by improper cleaning methods employed by its employees or agents. If the Contractor has any questions regarding the cleaning and replacement procedures, it shall contact and confer with the City's representative. **The contractor shall furnish and install urinal cartridges for tankless urinals.**

Schedule III

Daily Services – Orange Police Security/Holding Cells

Note: Police escort required when working in this area.

1. Empty and disinfect all wastepaper containers and replace liners with new ones.
2. Clean and disinfect metal mirrors.
3. Clean and disinfect all toilet tissue, towels, trash, and sanitary containers.
4. Clean and disinfect toilets, urinals, and sinks (inside & outside), removing scales and other organic matter.
5. Clean and disinfect both sides of toilet seats.
6. Clean and disinfect handles, knobs, and other hand-touched areas.
7. Wipe down with disinfectant all walls, compartments, and partitions.
8. Refill soap, towel, tissue, and seat cover dispensers.
9. Clean, disinfect, and wipe dry all countertops.
10. Spot clean partitions for smudges and remove graffiti.
11. Wipe clean the tops of partitions.
12. Spot clean walls for splashes around sinks and urinals.
13. Pour a minimum of one gallon of water into floor traps to prevent odors.
14. Thoroughly mop floors with disinfectant solution.
15. Clean and sanitize shower facilities (as needed, site-specific).
16. Remove debris from ceilings, walls, and floors.
17. Clean bench & sitting area with disinfectant.
18. Clean light fixtures and air vents as needed.
19. Replace air fresheners and urinal and toilet deodorizers monthly.
20. Report any plumbing or facility issues (repairs needed) to the City of Orange Facilities Services Department (714) 532-6480.

WQMP

Best Management Practices for Operations and Maintenance

Maintenance and Inspection Responsibility for BMP's:

- A. Train employees and tenants on water quality impacts. Distribute brochures "Ocean Begins At Your Front Door."
Frequency: Annually and for new employees during orientation.

- B. Restrict activities, such as washing platforms and walkways into storm drains, and recover water.
- C. Inspect inlets (storm drains) for trash and sediment accumulation
Frequency: Quarterly and after rain events.

A. WINDOW WASHING

Window washing at all city buildings inside and outside two (2) times a year and will be completed on an “as needed basis”. Include a cost and perform the work as directed by the city. This work will not be allowed without prior approval from the city.

B. CARPET CLEANING

All carpeted areas need to be cleaned as directed by the city. Carpet stain cleaning will require a steam extraction method of cleaning and will be completed on an “as-needed” basis.

Section F

Carpet & Window Cleaning

Carpet: Contractors' employees to follow the manufacturer's recommended carpet cleaning procedures (to be approved by the City of Orange authorized representative in advance).

Window Cleaning: Windows are to be cleaned and streak-free. This also includes the window hardware. Special precautions are to be taken to ensure window films/tinting are not damaged during the cleaning process.

Price Summary: A provision is listed as "Optional Proposal Items" on the price sheets for specific sections of this Specification: Section B; Section C; Section D

Carpet & Window Cleaning Schedule: Specific dates to be advised upon execution of contract for "Optional Proposal Items".

Section G

Supplies and Equipment

The contractor is to provide all supplies to carry out the cleaning and disinfecting operations within this contract and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contractor shall submit a written list of all supplies (i.e., cleaners, disinfectants, floor cleaners, and wax) with attached Material Safety Data Sheets (MSDS) intended for use in the buildings for approval by the City of Orange. In addition to cleaning supplies, the contractor shall also supply all glass cleaner, floor stripper, furniture polish, Sheila Shine Stainless Steel Cleaner (use at OPD), Swifter Dusters (used at OPD Dispatch), etc. **All cleaning products and supplies must be approved by the City before use.** Any supplies not on the approved list must be removed from the premises. Adequate quantities of properly labeled supplies (a minimum of two weeks' inventory) must be on hand to always perform cleaning. Specialized green-style cleaners to be used when possible. The Police Dispatch Area will require low-odor green cleaning products that will be specified by a City of Orange representative. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.

The City of Orange will furnish: paper goods, trash can liners, and hand soap. This includes lunchroom napkins & paper towels, plastic trash bags (assorted sizes), toilet tissue, sanitary napkins, toilet seat liners, and hand soap.

- a. Paper Towels
- b. Toilet Paper
- c. Sanitary Napkins
- d. Tampons
- e. Hand Cleaning Soap
- f. Sanitary Napkin Liners
- g. Plastic Trash Bags (assorted sizes)
- h. Other Items as needed (approval of Facilities Superintendent required)
- i. Urinal screens / Bowl Blocks / Deodorizers
- j. Seat Covers
- k. Napkins (for lunchroom)
- l. Disinfectants / Deodorizers and Air Fresheners

The contractor is to provide all equipment to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout all the buildings to be cleaned. The contractor shall submit a written list of all equipment, by quantity, name brand, and model (i.e., six (6) Advance 16" Carpet twin HEPA filter Vacuums – two (2) Rotary buffing machines 18" - one (1) carpet extractor w/ powerhead) – two (2) Advance Reel Cleaners with manufacturer's recommended cleaning solutions. All equipment is to be listed in the Contractor's proposal that is used for daily cleaning requirements. In case of equipment breakdown, forty-eight (48) hours of repair or replacement time will be allowed. All of the Contractor's equipment is to be marked with a minimum of their company name.

Section H

Day Porters

In addition to the labor supplied by the contractor to accomplish the tasks defined in Sections B, C, D, E, F, G, H, I, & J, the contractor shall supply (1) full-time Day Porter and (1) part-time Porter to perform a variety of similar tasks.

Hours

- The Police Day Porters shall work an eight (8) hour day with work beginning no earlier than 6:30 AM and ending no later than 6:00 PM.
- Parking Structure Day Porter shall work Monday-Sunday, with work beginning no later than 6:00 AM and ending no later than 10:00 AM.

A set schedule will be determined at contract execution.

The main responsibility areas and duties of the Day Porters are listed below.

Locations

- Full-time Porter assigned to Orange Police Department, Fleet Services, and the Corporation Yard 8 hours per day Monday through Friday.
- Part-time Porter assigned to the Parking Structure 130 N. Lemon Street and the Downtown Plaza District, 4 hours per day, 7 days a week.

The City of Orange requests that the existing Porter currently servicing the above locations. The Orange Police Department is to approve the day porter in advance, due to security concerns. Also, it is a requirement that the city execute background checks on employees due to sensitive materials and equipment that are in the areas that will be serviced. This includes the Orange PD, the Orange Fire Department, the Civic Center Buildings, and other areas (i.e., Corp. Yard, Community Services, Traffic, etc.)

Duties

- Open the Staff access doors as needed, turn off alarms, and turn on lights (Civic Center)
- Control of the Flags: flags should not be raised in the rain or excessively windy conditions. Flags will be placed at half-mast for the city-specified observance days.
- Check, clean/sweep breezeway, parking lots, and adjacent sidewalks for trash. On rainy days, place safety warning signs in areas where a slip hazard exists.
- Check the meeting schedule in the City Clerk's office (7:30 am & 12:30 pm) for any meetings that might require setup. Set up as needed to ensure proper facilities and administration supplies are ready before the start of the meeting. The meeting schedule is kept in the "Clerk's Office."
- Check all restrooms for supplies and inspect to see that they were properly cleaned and disinfected. Correct any problems with supplies, cleaning, and disinfecting.
- Clean the basement facilities; this needs to be coordinated with the times of area usage to minimize the impact on the City of Orange's employees. Do not clean the Locker Rooms/Restrooms or Gyms during the hours before 7:30 am or between 11:00 am and 2:00 pm. The rest of the area can be cleaned at any time of the day; however,

it is recommended that the lunchroom be cleaned before 11:00 am and again after 2:00 pm.

- Throughout the day, the porter will assist the City of Orange staff with their needs. Responding to phone calls and verbal notification for assistance (i.e., spills, hazardous issues relating to custodial, pest control, and setup for meetings)
- Check in with the City of Orange custodial representative daily to give updates and check to see if any custodial requests have been made.
- Report any maintenance repairs (i.e., leaking faucets; clogged drains; broken electrical plugs; lights out) needed to the City of Orange Facilities Maintenance Department (714-532-6480).
- Parking Structure - replace trash liners (55 each), clean and polish stainless steel in elevators (2 each), polish the floors using standard cleaning solution and practices, detail all metal, including paint-finished handrails, trash can receptacles, windows, and walls in stairwells and throughout.
- Orange Police Dept. Porter – will also clean Corporation Yard Building I and II Restrooms and Break Rooms during the day (Schedule I & Schedule II).
- Comply with Sections A, B, C, D, E, F, G, H, I, and J of this specification.

The City of Orange reserves the right to use the day porters for any of the duties or locations described in this Proposal Specification.

Section I

Quality Standards

The following Quality Standards (cleaning standards) shall be used during the Performance Inspection process to assess the quality of the cleaning in the major areas identified below.

Offices - Cleaning Standards

Furniture and Equipment: Shall be free of dust, cobwebs, dried soil, and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of residue, streaks, and film.

Telephones: Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.

Lamps: Shall be free of dust, dried soil, and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, residue, and film.

Walls and Doors: Shall be free of dust, cobwebs, dried soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, handprints, and residue.

Waste Containers: Contents shall be removed from waste containers and can liners shall be replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food, and the presence of an offensive odor emitting from the container.

Partitions: Shall be free of dust, cobwebs, soil, and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and residue.

Floors, Carpet and Baseboards: Shall be free of dust, cobwebs, dried soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high shine. Floors, carpet, and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, residue, embedded soil, and foreign objects.

Restrooms – Cleaning Standards

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered the highest priority by the City of Orange. An inspection team shall closely monitor sanitation levels.

Dispensers: Shall be free of dust, dried soil, bacteria, and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and residue. Dispensers shall be refilled when required with the proper expendable supply item.

Sanitary Napkin Dispensers/Disposal Canisters: Shall be free of dust, dried soil, bacteria, and soil without causing damage. These surfaces shall appear visibly and uniformly clean and be disinfected inside and out. This shall include the elimination of film, streaks, and cleaner residue. Disposal bags are to be replaced with new ones daily.

Hardware: Shall be free of dust, soil, bacteria, and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected, and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks: Shall be free of dust, bacteria, soil, residue, and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of polish residue.

Mirrors: Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free, and uniformly clean.

Toilets and Urinals: Toilets, toilet seats, and urinals shall be free of dust, bacteria, soil, organic matter, residue, and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected, and polished-dry. This shall include the elimination of streaks, film, and water spots. Under rim areas will be regularly inspected for cleanliness. Waterless urinals are to be cleaned as needed to ensure proper operation while reducing the urine smell to an acceptable level as specified by a City of Orange representative.

Partitions: Shall be free of dust, cobwebs, soil, and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected, and polished-dry. This shall include the elimination of streaks and film.

Waste Containers: **Contents** shall be removed from waste containers and can liners shall be replaced with new. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food, and the presence of an offensive odor emitting from the container.

Walls and Doors: **Shall** be free of dust, cobwebs, soil, spots, and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and residue. Ceramic walls and Wainscoats; metal kick plates, handles, and push plates on doors shall also be polished-dry.

Floors and Cove-bases: Shall be free of dust, cobwebs, soil, gum, stains, and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, residue, and film.

Air Vents: Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Entrances – Cleaning Standards

Mats and Carpet: Shall be free of spots, stains, gum, dirt, and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and residue.

Glass and Metal Surfaces: Shall appear streak-free, film-free, and uniformly clean. This shall include the elimination of dust and soil from sills, ledges, and HVAC registers.

Corners/Thresholds: Shall be free of dust, cobwebs, dried soil, crud, finish build-up, and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of residue.

Floors Cove-bases and Carpet: Shall be free of dust, cobwebs, dried soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high shine. Floors, carpet, and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, residue, and film.

Walls and Fixtures: Shall be free of dust, cobwebs, dried soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and residue.

Elevators – Cleaning Standards

Tracks: Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

Lights: Shall be free of dust, cobwebs, soil, spots, and stains without causing damage. They shall appear streak-free, film-free, and uniformly clean. Bright metal surfaces shall be polished to a high shine. This shall include the elimination of polish residue and/or film.

Corridor – Cleaning Standards

Floors Cove-bases and Carpet: Shall be free of dust, cobwebs, dried soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal

and finish applied that results in a consistent high shine. Floors, carpet, and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, residue, and film.

Walls and Fixtures: Shall be free of dust, cobwebs, dried soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and residue.

Water Fountains: Shall be free of dust, soil, scale, and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and residue.

Stairwells – Cleaning Standards

Rails and Walls: Shall be free of dust, cobwebs, dried soil, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, and residue or film.

Steps and Landings: Shall be free of dust, cobwebs, dried soil, gum, stains, and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, residue, or film.

Windows & Blinds: The contractor is responsible for cleaning the interior and exterior of the building windows per the specification. Blinds shall be cleaned by dusting and/or wiping with a damp cloth. Windows are to be dirt and streak-free.

Miscellaneous – Cleaning Standards

Air Vents: Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures: Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Janitor Closets and Storerooms

Shelves: Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked, organized, and neatly on shelves.

Janitor Carts: Shall be free of dust, dried soil, and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized neatly.

Equipment: Shall appear visibly clean and organized. All mops will be wrung out, and the mop buckets are to be empty and clean when not in use.

Walls: Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and residue.

Utility Sinks: Shall be free of dust, soil, residue, and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film, and water spots. Bright work shall be cleaned, de-scaled, and polished.

Floors: Shall be free of dust, cobwebs, dried soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, residue, and film.

Gym & Locker Room - Cleaning Standards

Equipment: All glassware, mirrors, lockers, and equipment are to be cleaned. They shall appear visibly and uniformly clean. Equipment shall be clean, including seats and benches. Grab bars are to be cleaned and disinfected. The gym equipment is to be organized and placed in its proper locations.

Shelves: Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized, neatly on shelves.

Walls: Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and residue.

Floors: Shall be free of dust, cobwebs, dried soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, residue, and film.

Ceilings: High dusting of suspended ceiling panels to be completed monthly throughout the facility.

Doors and Windows near entrance and exit of rooms: Exterior shall be cleaned monthly (interior glass as needed- minimum weekly, some daily). Necessary precautions should be taken to ensure that the exterior window tinting is not damaged by the cleaning process. This holds for door hardware and kick plates; necessary precautions are to be taken to ensure the door finishes (stain) is not damaged during the cleaning process (i.e., Police Dept.)

Section J

Performance Inspections

Custodial

The purpose of the Performance Inspections is to ensure a high level of workmanship as well as to ensure the Quality, Health, and Cleaning Standards throughout this Scope/Specification are consistently achieved. Attached is a Performance Inspection Sheet that will be used by both the contractor and the City of Orange to monitor performance. The following intervals will be used for these inspections.

1. Contractor – Weekly
2. Contractor – Monthly
3. City of Orange – Random
4. The Contractor shall perform weekly quality inspections of all sites and submit a written inspection report to the City of Orange. The contents and format of the inspection report shall be determined by the contractor and the City of Orange at the execution of the Agreement. A Performance Inspection Form will be provided by the City of Orange.
5. The Contractor shall perform monthly quality inspections with the City of Orange's designated representative. This inspection shall be of all sites covered by this Agreement, with a written inspection report summary submitted by the Contractor to the City of Orange.
6. All noted deficiencies shall be corrected within 48 hrs. of inspection. Repeated deficiencies of the same nature and site could result in penalties, including contract termination as outlined in the Agreement.

Each Restroom will have a “Restroom Service Record” signature sheet on site. These will be filled out daily and collected monthly for reviewing purposes by the City of Orange.

Custodial Performance Inspection sheet and Schedules I, II, and III will be posted daily at each facility for the contractors' employees to use as a reference and for city staff to monitor.

Custodial Performance Inspection

Building: _____

Date: _____

	ABOVE STANDARD	STANDARD	BELOW STANDARD	INSPECTOR:
PERFORMANCE INSPECTION FORM				COMMENTS
Dept.:				
AREAS INSPECTED				
1. Entrances & Lobbies				
a. Mats, Carpets				
b. Glass, Metal Surfaces				
c. Corners, Thresholds				
d. Dusting				
e. Floor Appearance				
f. Sweeping, Vacuuming				
g. Walls				
h. Fixtures				
i. Walkways / Breezeways				
2. Elevators				
a. Tracks				
b. Lights				
c. Walls, Doors				
d. Floors, Carpets				
3. Corridors/Circulation Areas				
a. Sweeping, Vacuuming				
b. Floor Appearance				
c. Baseboards				
d. Walls				
e. Water Fountains				
f. Fixtures				
4. Stairwells				
a. Rails, Walls				
b. Steps, Landings				
5. Restrooms				
a. Dispensers, Hardware				
b. Sinks				
c. Mirrors				
d. Toilets, Urinals				
e. Partitions/Walls				
f. Floors, Baseboards				
g. Waste Containers				
6. Offices/Conference Rooms/Library				
a. Furniture				
b. Telephones				
c. Walls, Doors, Spot Cleaning				
Building:				
PERFORMANCE INSPECTION FORM				
Dept.:				
AREAS INSPECTED				
1. Entrances & Lobbies				
a. Mats, Carpets				
b. Glass, Metal Surfaces				
c. Corners, Thresholds				
d. Dusting				
e. Floor Appearance				
f. Sweeping, Vacuuming				
g. Walls				
h. Fixtures				
i. Walkways / Breezeways				
2. Elevators				

a. Tracks				
b. Lights				
c. Walls, Doors				
d. Floors, Carpets				
3. Corridors/Circulation Areas				
a. Sweeping, Vacuuming				
b. Floor Appearance				
c. Baseboards				
d. Walls				
e. Water Fountains				
f. Fixtures				
4. Stairwells				
a. Rails, Walls				
b. Steps, Landings				
5. Restrooms				
a. Dispensers, Hardware				
b. Sinks				
c. Mirrors				
d. Toilets, Urinals				
e. Partitions/Walls				
f. Floors, Baseboards				
g. Waste Containers				
6. Offices/Conference Rooms/Library				

Notes:

Corrective Actions:

Completed By: _____

Date: _____

Restroom Daily Service Record

Month/Yr.: _____ Building: _____ Restroom Location: _____

Day of Month	Serviced by (1st Service)	Time (1st Service)	Serviced by (2nd Service)	Time (2nd Service)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
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21				
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23				
24				
25				
26				
27				
28				
29				
30				
31				

Monthly Restroom Cleaning Log

OPD Locker Room Waterless Urinals

Month _____

20 ____

Day	10:00am	2:30pm	7:00pm	11:30pm	Basket Cleaned	Disk Replaced
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
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20						
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24						
25						
26						
27						
28						
29						
30						
31						

Note Orange Police Dept. Locker
Room

A	Urinals to be cleaned four (4) times a day, including dumping one (1) quart of water down the urinal drain.				
B	Urinal "basket" to be removed, cleaned on top and especially on the bottom three (3) times a week (M-W-F) by night shift crew. Rinse basket in toilet bowl (not in the sink) or in a one gallon bucket.				
C	Urinal Disk to be replaced on the 1st and 15th of each month by night shift crew.				
D	Log to be turned into Contractor's Supervisor at the end of each month and forwarded to City of Orange Custodial Services.				

Section K
City of Orange Contact Information

City of Orange – Department of Public Works

637 W. Struck Ave
Orange, CA. 92867
Office (714) 532-6480

City of Orange – Lead Custodian

Civic Center
(714) 744-5525

City of Orange – Graffiti Hotline

(714) 532-6480

ATTACHMENT NO. 2

PROPOSAL, LOCATIONS AND COSTS

[Behind this sheet]

Ultimate Maintenance Services, Inc.



Claudia Salomon
claudia@umscorporation.com

4237 Redondo Beach Blvd.
Lawndale, CA 90260



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Orange County Transportation Authority (OCTA)
2677 N. Main Street,
Santa Ana, CA 92705

June 10, 2026

Dear Ms. Gomez,

Ultimate Maintenance Services, Inc. (UMS) is pleased to submit our proposal to provide comprehensive custodial services for the City of Orange facilities in accordance with Proposal No. 25-26.23, Custodial Services for City Facilities. UMS understands the scope of work, performance standards, staffing requirements, and service expectations outlined in the Request for Proposals and is committed to delivering professional, reliable, and cost-effective custodial services that maintain clean, safe, and welcoming environments throughout all City facilities.

UMS brings over 36 years of experience delivering comprehensive janitorial and facility maintenance services for municipal, government, and public-use facilities throughout Southern California. Our success is built on strict adherence to detailed specifications, regulatory compliance, safety standards, and consistent performance that meets or exceeds City expectations.

This proposal demonstrates our understanding of the City's operational needs, including daily janitorial services, scheduled and periodic cleaning tasks, adherence to minimum frequency requirements, and responsiveness to facility usage and special conditions. Our approach emphasizes adequate staffing, active supervision, quality control inspections, and clear communication to ensure facilities are maintained in a clean, safe, and ready-to-use condition at all times.

Ultimate Maintenance Services, Inc. is committed to providing reliable, responsive, and professional janitorial and day porter services that support the City of Orange's needs and maintain a clean, safe, and welcoming environment for employees and visitors. We appreciate the opportunity to participate in this solicitation and look forward to the possibility of serving Orange and contributing to the continued excellence of its facilities.

Thank you,

Claudia Perla Salomon

Claudia Salomon
Co-founder/Office Manager
Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd. Lawndale, CA 90260
claudia@umscorporation.com (310) 505-5858
Corporation #2191385 | EIN #95-4840759 | DIR #JS-LR-000016



COMPANY OVERVIEW

Ultimate Maintenance Services, Inc. (UMS) is a minority-owned and insured business that provides a wide range of cleaning solutions with the most efficient and innovative approaches.

For over 36 years, UMS has offered its clients customized cleaning services, servicing all Southern California counties, primarily Los Angeles, Orange County, Riverside and San Bernardino.

Janitorial Solutions We Offer:

- Bus Stop Maintenance
- Carpet Care
- Construction Clean-Up
- Day Porter Services
- Floor Care
- Pressure Washing / Steam Cleaning
- Special Events
- Window Cleaning

Industries We Serve:

- Aviation
- Commercial
- Construction Clean-Up
- Government
- Industrial
- Medical
- Residential
- Transportation

The company was co-founded by Paul Marmol and Claudia Salomon in 1990 and became incorporated in California in May of 2000. Paul Marmol started his business as a janitor and has built this janitorial business with Claudia, gaining over 36 years of knowledge and expertise in the janitorial industry.

The company has kept a stable financial standing throughout the years and has been established in the same office located in Lawndale for over 24 years. Our office operates Monday through Friday from 8 am to 5 pm. UMS has not been involved in any litigation, bankruptcy or reorganization and has never failed to complete a project or contract.

QUALIFICATIONS & EXPERIENCE

FAMILY-OWNED & OPERATED

As a family-owned and operated business, we take a personal, hands-on approach with all of our clients, ensuring that each project receives our full attention and commitment. Unlike larger corporations or franchises, we pride ourselves on our ability to be highly attentive and responsive to our clients' needs, allowing us to provide personalized care and quick solutions tailored to each client's unique needs. This family-driven operation enables us to build strong, trusting relationships with our clients, offering the level of service that only a family business can deliver.

OVER 3 DECADES OF EXPERIENCE

Ultimate Maintenance Services, Inc. possesses a rich background of training and experience in servicing facilities with high levels of security and sensitivity. Our long-standing history of successful partnerships with city entities showcases our deep understanding of the complexities involved in maintaining public facilities. We fully understand the critical areas of concern that need continuous focused attention. Current and past contracts include the cities of Torrance, Malibu, Orange, Azusa and Diamond Bar.

WELL-TRAINED, IN-HOUSE STAFF

Our janitorial business exclusively employs staff who are directly hired by our company; we do not use subcontractors for any of our services. This approach ensures that all procedures and protocols strictly adhere to our high standards. We take full responsibility for who we hire, how we train, and how we conduct our services.

ALWAYS PREPARED & EQUIPPED

Apart from years of experience and a well-trained team, our janitorial services are backed by the equipment exclusively tailored for the project at hand. Ultimate Maintenance Services invests in their equipment and supplies as much as they do with their staff. We understand that the quality and condition of the equipment affects the overall level of efficiency and effectiveness of the services conducted so every project has its own supplies and equipment that is branded, and in new or great condition. Our commitment to professionalism and efficiency contributes to the success of our contracts and projects.

REFERENCES



City of Diamond Bar

Christopher Gonzales

(909) 839-7037 cgonzales@diamondbarca.gov

Dates: 2022 – Present

Contract Value: \$300K

Services: Citywide janitorial services, including city hall, senior center, park restrooms, recreation center



City of Whittier

Salvador Chavarin

(562) 309-3996 schavarin@cityofwhittier.org

Dates: 2022 – Present

Contract Value: \$282K

Services: Citywide janitorial services, including police department, city hall, community buildings, libraries; Floor, carpet & window care



Southern California Metropolitan Water

Christiane Dover

(818)832-2142

Dates: 2016 – Present

Contract Value: \$282K

Services: Janitorial Services for multiple locations of SCMW buildings



City of Santa Monica

Jhonatan Perez

(424) 280-9020 | Jhonatan.Perez@santamonica.gov

Dates: 2022 – Present

Contract Value: \$227K

Services: Pressure washing + janitorial services including graffiti removal, sign replacement for all bus stops for Santa Monica, West and Central LA



Riverside County Transportation (RCTC)

Basem Makarem

(951) 203-3966 | bmakarem@bec-riv.org

Dates: 2018 – Present

Contract Value: \$190K, renewed twice

Services: Janitorial services + pressure washing for train stations, bridges, solar panels, office buildings, carpet and supply replenishment

Other city contracts include: Azusa, Malibu and Huntington Park

TEAM QUALIFICATIONS

Ultimate Maintenance Services' mission is to deliver an overall experience that ensures customer satisfaction through their janitorial services. To execute that mission, UMS' team is dedicated to creating and maintaining productive relationships with their clients through constant communication and quality assurance. Staffing projects with well-trained project managers and team members have contributed to the company's success on hundreds of completed projects and contracts. Today, the team has grown to 4 management members based in the corporate office and over 80 members who are out on the field, who value and understand the company's mission statement and corporate values.

Paul Marmol

He is the president and co-founder of UMS. With experience of 35 years, he has worked as a janitor and supervisor and has gained an expertise in this industry. He creates cleaning solutions and implement new business strategies that can improve the performance and oversees overall operations of all UMS employees. He is responsible for the construction sector of the business as well as manage several public and private contracts.

Claudia Salomon

As co-founder, Salomon has worked on an extensive amount on contracts and has experience in this industry for over 35 years. She is responsible for administrative duties as office manager, such as office organization, payroll preparation, and customer service. She is also in charge of securing and managing contracts, specifically city and government contracts.

Sue Samfong

She has been working for UMS for the 16 years now as the accountant. She overviews the financial operations and prepares and examines financial records of the business. She's also in charge of recordkeeping, invoicing and payroll preparation duties.

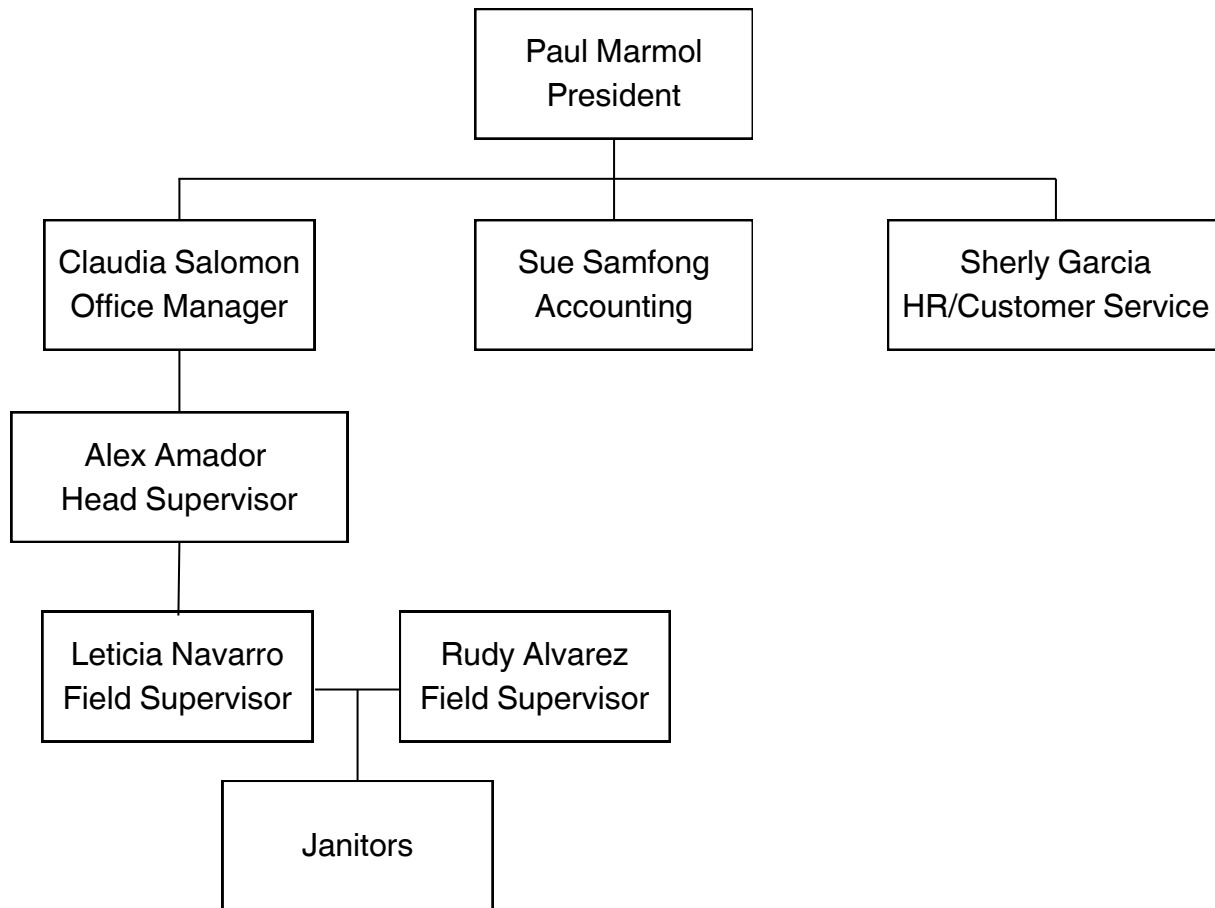
Valentina Marmol

She coordinates all client relations assignments and takes care of customer service with our accounts. She has been working at UMS for 5 years. She has a degree in Business Entrepreneurship from Loyola Marymount University.

Alex Amador

Alex is an on-site supervisor and supervises the day porters and night janitors, in addition to monitoring existing operational processes and protocols. Alex has been working for the company for 7 years working closely with Claudia with several projects, such as city of Orange.

Organizational Chart



Communication

Our team at UMS strongly believe that communication is key to establishing a strong relationship with our clients and we take measures in doing so. At UMS, we fully understand that this industry is very client-focused and because of that, we are motivated to consistently improve client satisfaction and deliver resolution of conflict, issues and concerns. Our team has an unwavering commitment to customer service and maintaining strong and productive relationships with our clients. We are very responsive and communicative with our clients prior and during the duration of the contract. All calls and emails are responded immediately or within a couple hours. Our supervisor for this project will always be in communication with the contract administrator. Also, we will provide contact information for every member responsible for this account.

Contact Information

Office: (310) 542 -1474 Toll-Free: (800) 473 - 0759

Paul Marmol, President/Owner
paul@umscorporation.com (310) 505-5857

Sue Samfong, Accountant
sue@umscorporation.com

Claudia Salomon, Office Manager
claudia@umscorporation.com (310) 505-5858

Valentina Marmol, Sales + Customer Relations
valentina@umscorporation.com

PROJECT UNDERSTANDING & APPROACH

The key to success in any janitorial services contract is the key management that will be assigned not only to manage the operations on site, but the management resources available 24/7 to support and ensure the success of the project. We have methodologies at UMS in order to prepare ourselves for a contract and to manage janitors throughout the duration of the contract. We implement these methodologies to ensure all requirements and specifications are met. We utilize a transition and implementation plan in order for all UMS employees to be well-prepared to begin the project, which include our training program that primarily consist of company safety, policies and procedures. In addition to that, UMS implement quality control procedures to ensure client satisfaction and execution.

Transition Plan

Ultimate Maintenance Services, Inc. provides a cleaning service program that guarantees a seamless transition due to our extensive experience and knowledge in transitioning, managing and operating complex facilities for 35 years. We endeavor to identify all issues, responsibilities and risks prior to commencement and immediately began a smooth implementation process.

Directly following the contract award notification, UMS will commence all time-sensitive transition tasks, such as meeting contract executive deadlines, submitting insurance certificates and other required contractual deliverable items. At our initial meeting with our client, we discuss any contract specifications that have been modified and establish communication channels with them. After the initial meeting with our client, our team determines all other deliverables, start and completion dates, and all resources required.

Displaced Janitors Opportunity Act

In that meeting, we request to receive the incumbent contractor's contact information in order to obtain the authorization to hire their current personnel for this contract. With their approval, the incumbent contractor will then provide us with each employee's name, job classification and contact information. In order to secure a smooth transition for existing personnel, we will then write a formal offer to each employee and if accepted, he or she will each go through our onboarding and training process.

Recruitment, Processing & Screening

The head of HR handles the recruitment, hiring and interviewing process with incumbent employees from the previous contractor, current UMS employees and newly hired employees. She interviews the employees on their past janitorial experience and technical skills, ensuring they meet our quality standards and can be trusted in sensitive environments. We prioritize candidates with strong work ethic and attention to detail. Another major factor we consider is the city they reside to ensure the commute is reasonable, in case of any emergencies or last-minute check-ups. We lastly check their references to confirm reliability and integrity.

Depending on the contract requirements, HR will conduct screening that include standard background check, criminal/sex offender background checks, drug screening, reference checks and/or certification checks, if necessary. Most of UMS's contracts require LiveScan screening for all assigned janitors and back-up personnel so our team is experienced with the screening process. Background checks, Live Scan and other processing for all UMS employees will be completed within one or two week(s) of employment. HR will also get their uniform sizes and order their ID badges.

Our employees will begin the training process to review our company policies and procedures, regarding operations, safety, equipment, and conduct. The operations manager reviews and educates the assigned personnel on the contract's cleaning requirements and specifications. He'll also finalize the work schedules and assignments for each facility. Once that is done, uniforms, ID badges and safety gear will be distributed. The delivery of equipment and supplies will occur a day or two prior to effective start date. On the start date, the supervisor will be on-site to make sure the assigned personnel have guidance and help if needed. Several inspections will be conducted within the first couple weeks of the start date.

Implementation Overview

Phase 1

- Contract execution and issue of insurance certificates
- Kick off meeting
- Finalize timing, billing, contact information and administrative duties

Phase 2

- Receive authorization from previous contractors for incumbent new staff
- Assign working supervisors and determine the number of new hires
- Recruit and interview new hires
- Finalize and order equipment and supplies required to commence project

Phase 3

- Onboard new hires and review employment
- Processing, screening, and background checks
- Order branded uniforms and ID badges

Phase 4

- Review company policies and procedures (safety, operations, legal, etc)
- Discuss reporting and communication processes
- Review contract requirements and specifications with all assigned staff
- Set up walk through of all facilities with all assigned staff

Phase 5

- Set up and conduct hands-on training off-site and on-site
- Discuss reporting and communication processes
- Meet with security and maintenance representative to review security
- Deliver all equipment and supplies to all facilities
- Final client meeting

PROPOSED SCOPE OF WORK

1. General Custodial Services

UMS will provide comprehensive custodial services for all City of Orange facilities in accordance with the RFP requirements, maintaining clean, safe, and sanitary environments for employees and visitors.

2. Daily Cleaning Services

- Empty trash, recycling, and organics containers
- Sweep, mop, and vacuum floors
- Dust furniture, workstations, and common areas
- Clean and disinfect high-touch surfaces
- Clean kitchens, break rooms, and drinking fountains
- Spot clean glass, doors, and partitions

3. Restroom Sanitation

- Clean and disinfect toilets, urinals, sinks, and countertops
- Refill paper products, soap, and sanitary supplies
- Clean mirrors, fixtures, partitions, and floors
- Maintain restroom service logs and report maintenance issues

4. Periodic Cleaning Services

- High dusting of vents, moldings, and ledges
- Carpet spot cleaning and maintenance
- Floor buffing and polishing
- Baseboard, stairwell, elevator, and common area detailing
- Cobweb removal and deep cleaning as scheduled

5. Specialty Services

- Carpet extraction and stain removal
- Interior and exterior window cleaning
- Additional project cleaning as requested by the City

6. Day Porter Services

- Maintain restrooms and public areas throughout the day
- Respond to spills and service requests
- Assist with meeting room setups and facility support
- Report maintenance concerns

7. Quality Control & Safety

- On-site supervision and routine inspections
- Rapid response to service requests and corrective actions
- Compliance with OSHA, Cal/OSHA, and City safety requirements
- Trained, uniformed personnel and 24-hour management support



CITY OF ORANGE

PUBLIC WORKS DEPARTMENT

www.cityoforange.org

ENGINEERING DIVISION
(714) 744-5544
FAX: (714) 744-5573

MAINTENANCE DIVISION
(714) 532-6480
FAX: (714) 532-6444

TRAFFIC DIVISION
(714) 744-5540
FAX: (714) 744-5573

WATER DIVISION
(714) 288-2475
FAX: (714) 744-2973

Addendum No.1

DATE: June 9, 2026

TO: All Bidders

SUBJECT: RFP No. 25-26.23 Custodial Services for City Facilities

This Addendum No.1 serves as written notice of the following corrections, clarifications and additions/or deletions to any copies of the Request for Proposal No. 25-26.23 and questions.

Attachment No. 2, in RFP No. 25.26.23 Custodial Services for City Facilities, referenced as Fee Schedule and Cost Section A, B, C & D are amended and replaced by the attached Revised Fee Schedule for Cost Section A, B, C & D.

Questions	Answer
Is Fire HQ 29,000 or 19,000 sq. ft.? The pricing table says 29K but page 23 says 19,000.	The total square footage is 19,000. Please refer to revised "Fee Schedule - Cost Section B".
Waterless urinals – who pays for and furnishes cartridges, and who installs them?	The City will pay for and furnish the urinal replacement cartridges for all Facilities <u>except</u> the Police Department HQ, due to active urinal plumbing cartridges are not required at this facility.
Optional Carpet section – can we price per square foot?	Price per square foot and refer to revised "Fee Schedule and Cost Section B, C & D.
What is the square footage of Fire HQ?	The total square footage is 19,000. Please refer to revised "Fee Schedule - Cost Section B".
Is the 5,140 sq. ft. basement included in the Orange Public Library & History Center pricing?	The Orange Public Library is 45,000 sq. ft., plus 5,140 sq. ft. in the basement and specifies the basement is to be swept and trash emptied twice per week. Please refer to revised "Fee Schedule - Cost Section B".
Police HQ Lower Level – there is no line item for it on Cost Section C. Where should it be priced?	The total square footage of the Lower Level Parking Structure is 26,625 sq. ft. Please see revised "Fee Schedule - Cost Section C".

Proposers shall sign the receipt of this addendum with their signature below and submit it with their proposal. Please contact Rachael Gomez for any questions regarding this addendum at rgomez@cityoforange.org or call at 714-532-6480.

Claudia Perla Salomon

Signature

06/10/2026

Date

PRICING

RFP No. 25-26.23

City of Orange - REVISED Cost Section A

Company Name: ULTIMATE MAINTENANCE SERVICES INC

Completed By: claudia perla salomon

Date: 06/11/2026

Pursuant to the Request for Proposal No. 25-26.23, the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Extra Work/Project Cleaning			Price
Hourly rate			38.00
Weekend Premium			48.00
Holiday Premium			58.00

RFP No. 25-26.23

City of Orange - REVISED Cost Section B

Company Name: Ultimate Maintenance Services IncCompleted By: Claudia SalomonDate: 06/11/2026

Pursuant to the Request for Proposal No. 25-26.23, the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Civic Center	Hours per night	Approx. Square Footage	Price per day	Price per month	Price annual	Optional Carpet/sq. ft.	Optional Windows
Civic Center Basement	15	4,056	27.69	540.00	6,480.00	900.00	X
Civic Finance Department	3	10,000	73.00	1423.50	17,082.00	1,800.00	1,200.00
Civic Center Admin Bldg	4	13,800	93.00	1813.50	21,762.00	1,800.00	1,300.00
Civic Center DPW Bldg	4	14,950	90.00	1,755.00	21,060.00	1,800.00	1,400.00
Council Chamber	15	4,000	27.69	540.00	6,480.00	900.00	500.00
Community Services Admin.	3	9,560	83.00	1,618.50	19,422.00	1,200.00	1,200.00
Fire Headquarters	4	19,000	90.00	1,755.00	21,060.00	1,200.00	1,200.00
Orange Public Library	8	45,000	180.00	4,680.00	56,160.00	7,500	1,200.00
Orange Public Library Basement	15	5,140	50.00	435.00	5,220.00	800.00	300.00
Sub-Total	30.50		714.38	14,560.00	174,726.00	17,900.00	8,300.00

RFP No. 25-26.23
City of Orange - REVISED Cost Section C

Company Name: ULTIMATE MAINTENANCE SERVICES INC

Completed By: claudia salomon

Date: 06/11/2026

Pursuant to the Request for Proposal No. 25-26.23, the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Corp Yard/Police HQ	Hours per night	Approx. Square Footage	Price per day	Price per month	Price annual	Optional Carpet/sq. ft.	Optional Windows
Corporation Yard Buildings							
Building 2							
1st floor	1	1,112	23.08	450.00	5,400.00	300.00	500.00
2nd Floor	2	3,360	36.92	720.00	8640.00	600.00	500.00
Building 1							
1st Floor	1.5	3,727	36.92	720.00	8,640.00	300.00	600.00
2nd Floor	2.5	6,640	60	1170.00	14,040.00	1,200	600.00
Garage	1	712	20.00	260.00	3,120.00		
Police Headquarters							
1st Floor	3.5	39,742	98.00	3,000.00	36,000.00	1,500.00	1,300.00
2nd floor	3	35,902	72.53	2,200.00	26,400.00	2,000.00	1,800.00
Lower Level Parking Structure	3	26,625	28.92	807.60	4,200.00		
Sub-Total	17.50		374.37	\$ 0.00	106,440.00	5,900.00	5,300.00

RFP No. 20-21.42
City of Orange • REVISED Cost Section D

Company Name: ULTIMATE MAINTENANCE SERVICES INC

06/11/2026

Completed By: claudia salomon

Pursuant to the Request for Proposal No. 20-21.42 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Outlying Buildings	Hours	Approx.	Price	Price	Price	Optional	Optional
	per night	Square Footage	per day	per month	annual	Carpet/sq. ft.	Windows
Water Plant	3	7,305	73.85	1,444.17	17,330.04	1,500.00	800.00
Taft Branch Library	3	7,874	73.85	1,280.07	15,360.00	2,000.00	800.00
El Modena Branch Library	3.5	10,400	95.00	1,646.67	19,760.04	2,000.00	1,000.00
Parking Structure	4	162,500	114.23	3,465.00	43,740.00		1,000.00
!sub-Total	13.50		356.93	7,835.91	94,030.92	5,500.00	3,100.00

RFP No. 25-26.23
City of Orange - REVISED Cost Section

Company Name: ULTIMATE MAINTENANCE SERVICES INC

Completed By: claudia salomon

Date: 06/11/2026

Pursuant to the Request for Proposal No. 25-26.23 the proposer declares that he/she has carefully examined/read the Custodial and General Specification and hereby proposes to furnish all goods and services required to complete the said work in accordance with requirement of the proposal package for the compensation as follows.

Sub-Totals		Price	Price	Optional	Optional
		per Month	Annual	Carpet/sq. ft.	Windows
Sub-Total Section B		14,560.00	174,726.00	17,900.00	8300.00
Sub-Total Section C		8870.00	106,440.00	5,900.00	5,300.00
Sub-Total Section D		7,835.91	94,030.92	5,500.00	3,100.00
Total Section B - D		31,265.91	375,190.92	29,300.00	16,700.00
Description	Status	Price per Day			
Porter 1 (Police Headquarters)	Full-time	271.92	5,891.60	70,700.00	X X
Porter 2 (Parking Structure)	Part-time	114.23	3,465.00	41,580.00	X X

Insert full name of Corporation (or General Partnership, Limited Partnership, Limited Liability Company, Sole Proprietorship) ULTIMATE MAINTENANCE SERVICES INC

Date: 6/11/2026

If sole proprietorship, doing business as: _____

By: _____

Printed Name: Oswaldo Paul Marmol

Title: President

By: _____

Printed Name: claudia perla salomon

Title: Secretary

RFP ATTACHMENTS

2. Indication of timely performance – response time to client issues, phone calls, and re-work requests.

3. Qualifications based on professional experience – The number of years providing similar services to municipalities of similar size to Orange. Qualifications and training of employees.

4. Client references – responses provided by Proposer's references regarding quality of work and timeliness of work performed. Responses from Proposer's references regarding your Company's methodology to correct deficiencies and prevent reoccurrences.

Proposer must satisfy the City that it is able to perform the services required as stated herein. All proposers must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner that addresses the stated evaluation criteria. Proposer shall be entirely responsible for the accuracy of the information supplied concerning references.

In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the proposer on previous contracts to disqualify any proposer.

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

The proposer is required to provide the following information on the provided forms. Additional sheets may be attached if necessary:

1. The proposer shall provide the following:

a) Company Name: Ultimate Maintenance Services, Inc.

b) Type of Entity (*for example, a California corporation*): Corporation

c) License Number: #847895

d) License Class: D63 / C38

e) License Expiration Date: 10/31/2026

2. Number of years' experience as a licensed contractor in custodial work for public agencies: 25+

3. List at least three (3) public agencies or contracts for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past five (5) years.

a) Name: City of Diamond Bar

RFP ATTACHMENTS

Address: 23815 Copley Rd

City Diamond Bar State: CA Zip: 91765

Contact: Christopher Gonzales Telephone: (909) 282-7535

Type of Project:

City-wide janitorial services for all municipal buildings and parks

Contract Duration: 2021 - Present Annual Contract Amount: \$305K

b) Name:

Southern California Metropolitan Water

Address: 700 Moreno Ave

City La Verne State: CA Zip: 91750

Contact: Christiane Dover Telephone: (818) 832-2142

Type of Project:

Janitorial Services for several buildings ranging from La Verne, Simi Valley and Corona

Contract Duration: 2016 - Present Annual Contract Amount: \$120K

c) Name:

City of Whittier

Address: 13230 Penn St

City Whittier State: CA Zip: 90602

Contact: Salvador Chavarin Telephone: (562) 309-3996

Type of Project:

City-wide janitorial services for all municipal buildings and parks

Contract Duration: 2021 - Present Annual Contract Amount: \$288K

4. The following information shall be submitted with the Proposal – (8.5' x 11"):

- a) A Business Profile, which shall include a list of employees, including their names, training, experience (i.e., day porter, carpet cleaner, floor crew-waxer), and number of years with your firm.
- b) A Schedule with the number of employees you propose to have assigned to cover the janitorial/housekeeping contract, excluding the day porters.

RFP ATTACHMENTS

- c) Your firm's methodology for ensuring coverage in the event of staff absences (i.e., illness, vacations, and/or terminations).
 - d) A brief overview of your firm's hiring practices, screening, background checks, DMV checks, etc.
 - e) Your firm's methodology that will be used to correct deficiencies and prevent reoccurrences
 - f) A list of cleaning supplies to be used and all OSHA-required MSDSs
 - g) Signed proposal on the form(s) provided in the Scope of Work Section.
5. If requested by the City of Orange, the Proposer shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.
6. The Proposer shall check one of the following blank spaces, as the case may be. If the Proposer does not check either box, it will be deemed that he has checked Box A:
- a) ☒ The undersigned DOES NOT INTEND to subcontract any portion of this project.
 - b) ☐ The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (**Note:** Please refer to the Subletting and Subcontracting Fair Practices Act commencing at Section 4100 of the California Public Contract Code for the portion of work for which subcontract disclosure is required with the proposal.)

For each subcontractor to be used for the performance of work under this RFB, please identify the name of the subcontractor, the contact person, address, and telephone number, a description of the type of work to be performed by each subcontractor, and the percentage that its work represents to the whole:

NAME	DESCRIPTION OF WORK	LICENSE

RFP ATTACHMENTS

Proposer's SIGNATURE(S):

Insert full name of Corporation (or General Partnership, Limited Partnership, Limited Liability Company, Sole Proprietorship):

Ultimate Maintenance Services, Inc.

4237 Redondo Beach Blvd.,

Lawndale, CA 90260

(if necessary), Doing business as:

By:

Claudia Perla Salomon

Printed Name:

Claudia Salomon

Title:

Co-Founder + Secretary

Date: 06/10/2026

By:

Oswaldo Paul Marmol

Printed Name:

Oswaldo Paul Marmol

Title:

President

Date: 06/10/2026

RFP ATTACHMENTS

The undersigned proposer hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this proposal is made without connection with any person, firm or corporation making a proposal for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 06/10/2026



Claudia Perla Salomon

Claudia Salomon

Co-Founder + Secretary

Signature and Title of Proposer

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

NAME OF PROPOSER Ultimate Maintenance Services, Inc.

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS 4237 Redondo Beach Blvd

CITY, STATE, ZIP Lawndale, CA 90260 (Please include even if P.O. Box is used)

PLACE OF BUSINESS (Include City & State) Lawndale, CA 90260

PLACE OF RESIDENCE (Include City & State) Lawndale, CA 90260

Telephone No. (310) 505-5858 Fax No. () _____

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 847895

LICENSE CLASS D63 / C38

PROPOSED SCOPE OF WORK

Staffing Plan

Ultimate Maintenance Services, Inc. (UMS) shall provide qualified, trained, and adequately staffed personnel to perform all janitorial services required. Staffing levels shall be sufficient to ensure all facilities are consistently maintained in accordance with required service standards and minimum frequency schedules.

All staff are directly hired by UMS. We do not use any subcontractors to conduct any of our services.

Position	Quantity	Role
Janitorial Technicians	7-8	Perform routine and periodic janitorial services across assigned facilities
Supervisor	1-2	Oversight, inspections, coordination, and quality control

Back-Up Staff

We recognize that unforeseen circumstances, such as last-minute emergencies or unexpected events, can prevent staff from being able to fulfill their duties. To address this, we ensure that we always have a minimum of two backup staff members who are fully familiar with the project and live in close proximity to the sites, allowing them to quickly step in and cover any shifts or special events. Additionally, we maintain a pool of on-demand employees who are ready to respond to any scheduling issues that may arise. This proactive approach ensures that our services remain seamless and responsive, even in urgent situations.

PROOF OF INSURANCE

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Ste. 1902
Oakland, CA 94612



Registration Number:
JS-LR-000016391

Janitorial Services Registration

REGISTRANT WITH EMPLOYEES

Effective Date	Expiration Date
2/11/2026	2/11/2027

Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd.
LAWNDALE, CA 90260

Workers Compensation Insurance Expiration Date:
February 12, 2026

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **847895**

Entity **CORP**

Business Name **ULTIMATE MAINTENANCE
SERVICES INC**

Classification(s) **C61/D63 C61/D38**

Expiration Date **10/31/2026**

www.cslb.ca.gov



Quality Control

As part of the overall management plan, quality control is a daily routine for the company and all of our employees. We apply a total quality management system that is designated to assist management in planning its labor force, cost control, and accountancy for the success of the company's business. Therefore, we have a clear understanding of the overall management needed for this project.

- An inspection system which consists of supervisors conducting random and scheduled inspections on a weekly basis to make sure everything is running smoothly
- Inventory checks of equipment and supplies to ensure orders are processed in a timely manner to maintain adequate levels of supplies
- Completion of daily and weekly checklist of the cleaning specifications and deliverables and monthly reports to make sure all requirements are met. Daily sign-in sheet at every restroom located in each facility must be completed.
- Daily and weekly communication with main contact to ensure client satisfaction

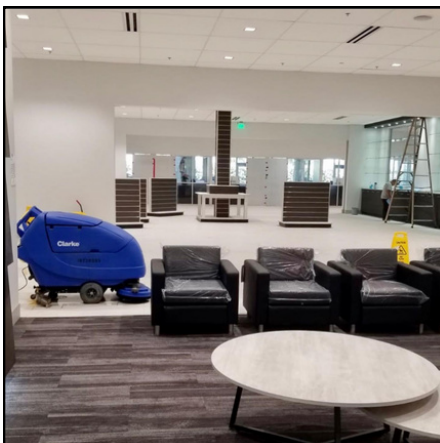
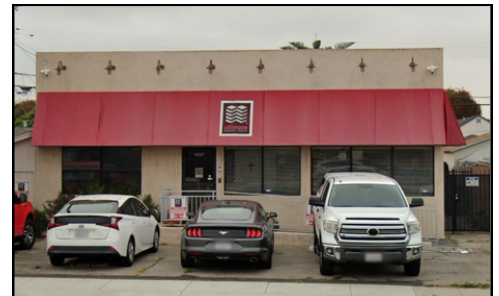
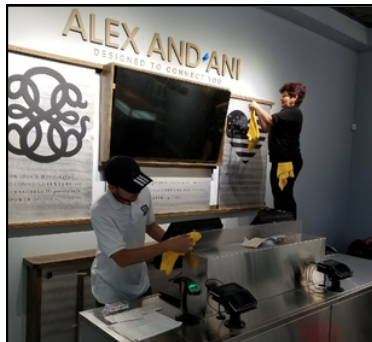
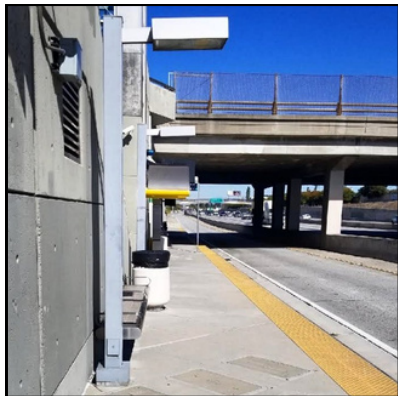
If during the course of an inspection a maintenance issue is found, we will notify client promptly. UMS will correct any areas where discrepancies are found and will take corrective action to resolve the issue and prevent it from occurring in the future. The issue will be addressed immediately, no later than 8 hours after identification. If an emergency issue occurs, UMS will respond within a couple of hours.

TECHNICAL ABILITIES

Equipment

Supervisors are responsible for maintaining inventories of equipment and supplies levels by ensuring orders are processed in a timely manner to maintain adequate levels of supplies. They are entitled in the making decision and immediate application of corrective and preventive measures. Inoperative equipment will be referred to corporate or repair for replacement. Supervisors and personnel on field are responsible to use only authorized equipment, chemicals, and supplies. Also, they ensure that all materials and supplies are catalogued as green by industry standards. We are to use the chemicals, consumables that are previously authorized/recommended, or provided by the client in accordance with this RFP. All supplies and equipment will be transported and delivered in one of our branded, white fleet vans, where supplies are equipped in a temperature-controlled environment.

All of our vehicles, including cars and carts, proudly bear our distinctive logo, ensuring our visibility of our services. We also have a dedicated Taylor Dunn cart to facilitate seamless transportation between facilities. This specialized cart is designed for efficiency, allowing our staff to navigate the premises with ease while carrying the necessary supplies and waste disposal. As for the equipment used, all vacuums, brooms, mops, etc. are new and/or in excellent condition. All the equipment to be used is exclusive for this project. The pressure washer we utilize is the Hydro Tek Hot/Cold ProTowWash® with Portable Commercial Pressure Washer Trailer and water recycling system add-on.



TECHNICAL ABILITIES

Materials

Material	Model / Manufacturer
Carpet Cleaner	Renowns Carpet Extraction Cleaner
Tile/Floor Cleaner	Maintex High Sierra Pristine Cleaner / Degreaser
Floor Cleaner	Betco Green Earth Daily Floor Cleaner
Floor Stripper	Betco Green Earth Floor Stripper
All purpose cleaner	Renown Green Works General Purpose Cleaner
Restroom Cleaner	Waxie Green #343 Restroom Cleaner
Glass Cleaner	Renown Non-Ammoniated Glass Cleaner
Drain Maintainer / Restroom Odor Control	Waxie Green #443 Citrus Hydroxy Clean
Hand Soap	Genlabs Cetri-Green Pink Lotion Hand Soap
Stainless Steel Cleaner	Ecolab Stainless Steel Cleaner and Polish
Disinfectant	Citricide
Ionized Water	Maintex

TECHNICAL ABILITIES

Equipment + Fleet

Equipment	Manufacturer
Janitorial Carts	Rubbermaid Brute
Pressure Washer	Maintex
Floor Burnishers	Clarke Ultraspeed Burnisher 1500 mph
Mop Bucket and Wringers	Rubbermaid Wave Break
Dust Mop and Pans	Rubbermaid
Standard Window & Floor Squeegee	Rubbermaid
Wet + Dry Vacuum	Maintex / Professional's Choice
Wet Mops + Handles	Empire Cleaning Supply
Brooms	Renown
Step Tool	Maintex
Restroom Signs (Wet Floor/Closed)	Rubbermaid
Backpack Vacuum	Professional's Choice

Fleet	Model
Cargo Vans	Ford & General Motors (2020 - present)

Safety

All services will be performed by trained personnel in compliance with Port requirements, safety regulations, and applicable credentialing standards, including Live Scan and TWIC where required. UMS will maintain clear communication, performance monitoring, and rapid issue resolution throughout the contract term.

UMS strictly enforces all safety policies and procedures and holds supervisors and other managers accountable for fairly and consistently enforcing company safety rules. Our company provides our employees with safety gear and equipment to protect them and keep the possibility of an injury as low as possible. Before starting a job each day, janitors are instructed to inspect work areas, equipment, and job sites for hazards and report any unsafe conditions to their supervisor so that corrections can be made. We require our supervisors to strictly enforce using the personal and protective equipment that is provided. Personal and protective equipment is always used, especially if employees are in contact with hazardous substances. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If an accident occurs, we have developed procedures that enable us to report it immediately, file claims documentation properly and provide employees with the resources to be able to return to work in a reasonable timeframe.

Injury and Illness Prevention Program

Compliance

At UMS, management is responsible for ensuring all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and personnel must enforce these policies and procedures fairly and uniformly.

UMS strictly complies with all Cal/OSHA standards, including training requirements and hazard assessment. All UMS employees are responsible for applying safe janitorial practices and for assisting a safe and healthy work environment that is OSHA's standards.

Communication

We make sure there is always an open communication system at UMS where employees are comfortable enough to discuss any questions or concerns, especially regarding safety and health. Safety policies and procedures are discussed in UMS's online training session and in our hands-on training that is scheduled before the commencement of every contract. Our supervisors conduct scheduled and random inspections throughout the week to ensure effectiveness and communication. They also hold safety meetings frequently as deemed necessary.

Training

It is a Cal/OSHA requirement to provide training to our employees when they are first hired, when they are assigned to a new job and when new equipment or substance is introduced. At UMS, we provide an on-hands training for all UMS employees. Any certifications or licenses that employees are required to have will be completed prior to commencement. It is company policy to not perform any task that he or she is not equipped or certified to do, or that isn't specified in the scope of work. We provide specific instructions to all workers regarding hazards unique to each job assignment to the extent that such information was not already covered in training listed below.

Training include, not limited to:

- Detailed overview of the services that need to be performed at each facility and the frequency.
- Explanation of our IIPP, emergency action plan, and fire prevention plan and measures for reporting any unsafe conditions, work practices and injuries.
- Provisions for medical services and first aid, including emergency procedures.
- Proper cleaning techniques and procedures, such as cleaning up spills and keeping areas neat and orderly.
- Proper storage procedures to prevent stacking goods in an unstable manner and storing materials and goods against doors, exits or electrical panels.
- Handling and storage of chemicals.
- Handling and use of supplies and equipment.

Chemical and Hazard Assessment

This Cal/OSHA regulation requires UMS to provide information to employees about the chemicals and other hazardous substances to which they may have access at work by providing Material Safety Data Sheets (MSDSs), chemical labels, and training.

Updated MSDS are given to the client and to our employees. They identify the manufacturer, contents, toxicity, and safety hazards of the chemical product. It also describes routes of exposure and explains how to prevent health problems. Our supervisors and janitors are informed on how to read the MSDS and where the MSDSs are kept. In addition to that, supervisors and janitors are required to make sure all products with hazardous ingredients are properly labeled and stored.

Some company rules regarding chemical hazards include:

- Use milder cleaning products for daily cleaning and use stronger chemicals for specialized services or stubborn stains.
- Do not mix any chemicals, only if it is instructed by the manufacturer.
- Close all containers and secure the lids, when not in use.
- Always wear safety gear when using any chemicals.

Periodic inspections to identify and evaluate workplace hazards shall be performed by the supervisor assigned to the job or by the operations manager. These inspections occur when:

- New substances, processes or equipment are presented that can be potential hazards.
- New, unidentified hazards are recognized.
- Occupational injuries and illnesses occur.
- Whenever workplace conditions warrant an inspection.

Our personnel are provided with personal and protective safety gear to handle and, which include goggles, vests, gloves, rubber boots, ear plugs and more. It is a safety requirement at UMS for every janitor to be educated on how and when to use these safety devices and disregard for our company's safety rule is grounds for disciplinary action.

Accident Investigation and Reporting

Any workplace accidents, hazardous substance exposures and near-accidents will be investigated by the operations manager. Once any of these incidents occur, it is UMS's protocol to immediately report to the operations manager and a first-responder if needed. The operations manager will visit the scene as soon as possible and interview the affected employees on-site. He will then examine the workplace and take correction action to address the problem and prevent any future human suffering. The incident will be recorded on OSHA's Form 301.

Property Service Workers Protection Act

For our personal records and as required, we contain records of each contract and the personnel assigned to that contract. Information include name, contact information, payroll information, terms of employment. We contain the paper format of these records for at least 6 years and also, keep them electronically.

Ultimate Maintenance Services, Inc. takes any sexual misconduct and/or harassment case seriously and make sure employees are educated on this matter and the company policies regarding it. UMS employees are given a copy of the pamphlet entitled "Sexual Harassment" and are responsible for reviewing it.

ATTACHMENT NO. 3

COMPENSATION SCHEDULE

[Behind this sheet]

COMPENSATION SCHEDULE FOR ULTIMATE CUSTODIAL SERVICES, INC.

Custodial Services for City Facilities RFP 25-26.23

THREE-YEAR TERM FROM AUGUST 1, 2026-JUNE 30, 2029

Year	Date Start	Date End	Amount	Contingency Amount (15%)	Annual Total Not to Exceed
1	8/1/2026	6/30/2027	\$487,470.92	\$73,120.64	\$560,591.56
2	7/1/2027	6/30/2028	\$487,470.92	\$73,120.64	\$560,591.56
3	7/1/2028	6/30/2029	\$487,470.92	\$73,120.64	\$560,591.56

TWO-YEAR OPTIONAL TERM EXTENSION FROM JULY 1, 2029-JUNE 30, 2031

****Years 4 & 5 subject to a 2% Max. CPI and per contract is rounded to the nearest dollar.***

Year	Date Start	Date End	Amount	Contingency Amount (15%)	Annual Total Not to Exceed
*4	7/1/2029	6/30/2030	\$497,220.00	\$74,583.00	\$571,803.00
*5	7/1/2030	6/30/2031	\$507,165.00	\$76,075.00	\$583,240.00

ATTACHMENT NO. 4

DISPLACED JANITOR OPPORTUNITY ACT

[Behind this sheet]

LABOR CODE
DIVISION 2. EMPLOYMENT REGULATION AND SUPERVISION [200 - 2699.5]
PART 3. PRIVILEGES AND IMMUNITIES [920 - 1138.5]
CHAPTER 4.5. Displaced Janitor Opportunity Act [1060 - 1065]
(as of January 1, 2020)

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061.

(a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to

hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062.

(a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063.

(a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1063.5.

(a) This chapter shall apply to every contractor that provides food and beverage services at a publicly owned entertainment venue.

(b) For purposes of this chapter, and in addition to the definitions specified in Section 1060, the following terms shall also have the following meanings:

(1) "Awarding authority" means any person that awards or otherwise enters into contracts for food and beverage services at a publicly owned entertainment venue.

(2) "Contractor" means any person that employs an individual to provide food and beverage services at a publicly owned entertainment venue.

(3) "Employee" means any person employed to provide food and beverage services at a publicly owned entertainment venue.

(4) "Publicly owned entertainment venue" means a venue that meets all of the following:

(A) Has been in operation for 15 years or more.

(B) Is located in a zone designated under Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(C) Hosts concerts, shows, or sporting events on a noncontinuous basis.

(c) This section shall remain in effect only until December 31, 2014, and as of that date is repealed.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.