



## SCOPE OF WORK

Request for Proposals for Janitorial Services for the Parks and Recreation Department.

### 1.0 INTENT

The intent of this request for proposals is to establish an annual requirements contract to provide janitorial services for the Parks and Recreation Department from companies qualified and experienced in janitorial services. The Contractor will provide professional cleaning and other related services to the City of Arlington according to the specifications. The parameters of the work cover all aspects of janitorial functions in cleaning the building in the designated areas described. The cleaning specifications will be performed during the hours stated in the bid specifications.

Each bidder shall examine the sites and conduct such other examinations and investigations as necessary to become fully aware of all existing or expected conditions and matters that might in any way affect the cost or performances of the Services.

All Services shall be performed in a manner and at such times so as not to conflict, interrupt, or inconvenience the City, its occupants or visitors.

The Contractor shall provide all necessary equipment required in order to perform the services. Such equipment shall be approved by the City. The Contractor is responsible for maintaining equipment in a safe and operable repair at all times.

### 2.0 INSPECTION

All work done and materials furnished shall be subject to inspection by the City representatives. At all times the City representatives shall have access to all locations where services are being performed.

Upon request of City representatives, the Contractor shall furnish without charge samples of materials used or to be used in the performance of this Contract for evaluation.

Inspections or other acts or functions performed by the City personnel are recognized as being for the sole purpose of assisting the City in determining that the Contractor is complying with the requirements of this Contract. Such activities shall in no manner be construed to relieve the Contractor from determining to its satisfaction that it is in full compliance with this Contract. Work not meeting the requirements of this Contract as determined by City representatives shall be corrected within 24 hours of notification.

### 3.0 PAYMENT OF SERVICES

Payments shall be made to the contractor in monthly installments. Payments shall be made monthly to



cover the previous months work in accordance with the contract documents.

Reimbursable Cost for Services. The following must be included in the bid for on-site labor cost.

- Workers Compensation Insurance
- F.I.C.A Insurance
- State and Federal Unemployment Taxes
- Vacation as accrued (if applicable)
- Sick Leave Pay (if applicable)

It is expressly understood and agreed between Contractor and the City of Arlington that Contractor will be an independent Contractor and not an agent, servant, employee, or representative of the City of Arlington in performance of this Contract for Custodial Cleaning and related services. No term of this provision of, or act of the Contractor or City of Arlington under this Contract shall be construed as changing the status.

Since Contractor is an independent Contractor, the City of Arlington will not be providing the Contractor with any of the City's Employee's benefits, such as Worker's Compensation coverage, nor will City be withdrawing from Contractor's compensation, withholding taxes, social security taxes, employment insurance contributions and/or payroll taxes; and Contractor agrees to make any reports for taxes or otherwise required by state, federal or local law for self-employed person/entity for compliance with the above referenced programs and any and all taxing authorities and agencies.

The City will have no obligation to pay the Contractor a monthly amount which is in excess of the Contractors bid amount.

#### **4.0 QUALITY CONTROL AND SCHEDULE**

The contractor shall maintain a quality control program which shall include regular inspections and tours with the City representative of all areas of the building covered by this Contract. These inspections shall be documented in writing and include a procedure to verify that identified deficiencies are noted and resolved to the satisfaction of the City. Contractor will conduct follow up inspections to verify deficiencies corrected.

The Contractor's quality control records shall be available and open for the City's review at all times. Copies of all Quality Control Inspection reports completed by the Contractor shall be provided to the City as completed.

All work done and materials furnished shall be subject to inspection by the City representatives. At all times the City representatives shall have access to all locations where services are being performed.

Upon request of City representatives, the Contractor shall furnish without charge samples of materials used or to be used in the performance of this Contract for evaluation.



Inspections or other acts or functions performed by the City personnel are recognized as being for the sole purpose of assisting the City in determining that the contractor is complying with the requirements of this Contract. Such activities shall in no manner be construed to relieve the Contractor from determining to its satisfaction that it is in full compliance with this Contract. Work not meeting the requirements of this Contract as determined by City representatives shall be corrected within two (2) days of notification.

Upon any complaint received by the Facility Manager or Facilities Maintenance Supervisor regarding the Contractor, the Contractor shall make inspections with the City of Arlington Facility Manager or their appointed representative and furnish a written plan of action as to how and when he proposes to correct any discrepancies.

Contractor will provide and maintain a schedule of employee assignments to City of Arlington Facilities Maintenance Supervisor.

All cleaning will be done in facilities and at the dumpster area; there are a total of 9 facilities.

Each facility will have a variety of cleaning activities that will need to be performed. These cleaning activities should be completed by end of shift.

The services of this Contract shall be performed at night in the facility, except for the following holidays Thanksgiving, Christmas, and New Year's Day.

Customer traffic during peak seasons will require more diligent attention to all public areas of each facility complex. Peak seasons are Christmas break, Spring break and Summer Vacation for Arlington Independent School District. Each facility is to be ready for guests, clients, and employees at 0600 AM daily.

## **5.0 EMPLOYEE QUALIFICATIONS**

The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services. The City shall have the right to request the immediate removal from its premises of any employee of the Contractor or of the Contractor's subcontractors.

The City of Arlington is committed to maintaining an alcohol, drug, firearm free workplace. Possession, use or being under the influence of alcohol or controlled substances by contractor's employees while in the performance of any service is prohibited. Violation of this requirement shall constitute grounds for cancellation of the purchase order. Contractor's employees shall comply with City of Arlington's ordinance that prohibits smoking inside or within 25 feet of the entrance to any of its facilities.

### **Background Checks:**

The Contractor shall provide proof (certification) that all janitorial personnel assigned to City facilities have had a criminal background check prior to their assignment.



Contractor shall conduct and coordinate background check on all employees responsible for performing janitorial services in any childcare facility prior to beginning work in such facilities to determine their suitability for working with or around children. Contractor is required to maintain the proof of background checks.

Under no circumstances is Contractor to allow any employee to work in a Parks and Recreation facility who have committed any crimes against children or who is under an investigation for a crime against children.

## 6.0 SECURITY

All Contractor personnel present or working in any facility must wear and exhibit City of Arlington identification badges which are issued by the City of Arlington Human Resources Department, 101 S. Mesquite St. Suite 700, contact telephone 817-459-6869.

Contractor's bid price must include the cost of ten dollars (\$10.00) for each person requiring a badge. Successful Contractor should be aware that badge processing time will take at least seven (7) days, assuming all required documentation is submitted with badge application, and should plan accordingly.

**Badges are, and shall remain, the exclusive property of the City and must be surrendered at the termination of this contract. Additionally, any employee upon termination of employment with the Contractor shall surrender their badge to the City.**

Lost or misplaced badges must be reported immediately to the offices of the City's Human Resource Department. The replacement costs, to be paid by the Contractor, are as follows:

- First replacement: \$10
- Second replacement: \$20
- Third replacement: \$30
- Fourth replacement: \$40

Each employee of Contractor shall only wear an authorization badge specifically issued to that employee.

## 7.0 SUPPLIES AND MATERIALS

**The Contractor shall furnish all supplies, materials and equipment necessary for the performance of the work in this Contract.**

Supplies and materials shall be of high quality and acceptable to the City. Within five (5) days of notification by the City of Arlington its intent to award this Contract, the Contractor shall submit to the City's representative a list giving the names of the manufacturers, the brand name of the product, and the intended use of each of the materials that the Contractor proposes to use in the performance of the work, and shall not use any material which the City determines unsuitable for the purpose or harmful to the surfaces to which it is applied or to any other part of the building, its contents, or equipment. Where in the



specification's products are referred to as "or equal", the City representative shall determine the equality of said products. Contractor shall be responsible for replenishing supplies in all dispensers.

City will provide dispensers such as paper towel dispensers, soap dispensers, tissue dispensers, and toilet seat cover dispensers.

Contractor will furnish plastic trash bags used in collecting trash, plastic bag liners for trash cans, paper towels, toilet tissue, bar soap, liquid hand soap, tampons and sanitary napkins in pay dispensing machines, equipment, materials, and supplies.

The Contractor shall provide sufficient additional quantities of materials such as paper towels, toilet tissue, soap, and other materials to buildings that are open on twenty-four-hour (24) operations or weekends to sustain operation. Such materials will be secured, and a building representative will be responsible for the allocation of such materials.

The Contractor shall furnish a sample of any product that is identified by the Parks Custodial Administrator to be tested. The test will be conducted by the Facilities Maintenance Supervisor or their designee and a report giving the results of the test will be given to the Contractor. However, if the Custodial Crew chief is unable to conduct the required test, the City will arrange with an independent testing laboratory for such test at the City's expense. Results of the test will be submitted to the City's representative for approval prior to use.

Successful Contractor must provide the Parks Custodial Administrator with a list of the materials that will be provided on site. This information is to be furnished to the City within fourteen (14) days of notification of award. Safety Data Sheets shall be kept in all areas where materials and supplies are stored, and such sheets shall be kept up-to-date. SDS sheets shall be readable, not smudged or blurred. All OSHA requirements regarding SDS information and the Workers Right To Know Law is to be strictly adhered to by Contractor.

It is the intent of the City of Arlington to purchase goods, services, and equipment having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. City of Arlington encourages suggested changes and environmental enhancements for possible inclusion in future revisions of this specification.

## **8.0 EQUIPMENT**

All necessary cleaning equipment, including commercial type power driven floor scrubber, shampoo, waxing, and polishing machines, vacuum cleaners, and all necessary vehicles required for the performance of the work in this Contract shall be provided by the Contractor. However, many Rec Centers possess a commercial power-driven floor scrubber which the contractor will be allowed to use. If one of the scrubbers is damaged by the contractor, the contractor will be responsible for repairs. Upright vacuums, dust mops, mops shall be brand new upon start of the contract.



A janitorial closet is available for storage of materials and equipment in most buildings. The contractor should keep sufficient toilet tissue, paper towels and hand soap in these closets to provide for three days of service. The closets will remain unlocked in order to allow building staff to access the materials and resupply restrooms during periods when the custodian is not in the building.

## 9.0 REQUIRED EQUIPMENT

The following major equipment is needed at all buildings and must remain in the buildings. This equipment may be used by the City of Arlington personnel for emergency clean-up during the day.

- Commercial upright vacuum cleaner with beater bar.

The following minor equipment is also required in all buildings and must be kept in buildings at all times. This equipment may be used by the City of Arlington personnel for emergency clean-up during daily operations.

- Johnny mop
- Broom
- Push Broom
- Dust Mop
- Mop Bucket
- Mop Wringer
- Dust Pan
- Cotton Mop
- Kitchen Broom
- Putty Knife
- Feather Duster
- Wet-Floor Signs

Where particular types of equipment are specified, the following types of equipment shall be used:

- Mop, wet, 24 oz. cotton head, with a 54" handle
- Johnny Mop, 12" plastic handle, synthetic mop head
- Broom, sweeping
- Broom, push, 25" wide x 2-1/4" x 3", 60% horse hair, 40% plastic bristles
- Broom, kitchen, upright, #1 straw
- Dust Pan, metal, 12" width



- Mop Bucket, plastic, 3" casters, 35-38 quart
- Mop Wringer, downward pressure type with all gear moving parts concealed
- Knife, putty, 1" wide blade, plastic handle.
- Feather Duster, Ostrich feathers with 12" handle
- Wet Floor Signs, plastic cones or signs, self supporting
- Vacuum Cleaner
- Extending window squeegee

In addition to the above materials, the following supplies will be required:

- Soap, 3-1/2 - 4 oz. bar Ivory
- Soap, 3-1/2 - 4 oz. bar Lava
- Furniture Polish, Shine-UP, 15 oz. aerosol can or equal
- Polish, metal, 16 oz. Misty or equal
- Floor Wax, Johnson's or equal
- Floor Stripper, Johnson's or equal
- Floor Sealer, Johnson's or equal
- Bags, Polyethylene, 24 x 33 x .0015 mil
- Bags, Polyethylene, 40 x 48 x .003 mil
- Pads, stripper, 3m or equal
- Pads, buffing, 3m or equal
- Pads, polishing, 3M or equal
- Scouring Pad, 6" x 9" nylon, 3M #96 or equal
- Pad Holder, 6" x 9" 3M Doodle Bug #6472 or equal
- Steel Wool, #0 fine
- Sprayer, bottle only, 16 oz.
- Pump for above sprayer, spring lever action
- Glove, rubber, general purpose
- Toilet Tissue, type-2 ply, perforated, 96 rolls per case
- Toilet Seat Covers, 5000/cs Shieldor
- Towels, bleached or unbleached, multi-fold
- Towels, bleached or unbleached, roll, 7"
- Spot Remover, Misty or equal
- Glass Cleaner, ammoniated
- Wood Furniture Treatment, Gillespie lemon oil or equal



- Host Carpet Dry Cleaning Compound
- Hospital grade disinfectant, (must kill major air and blood pathogens).
- Stone or quartz stone/solid surface cleaner

**THIS IS ONLY A PARTIAL LIST AND DOES NOT CONSTITUTE ALL OF THE MATERIALS THAT WILL BE REQUIRED BY THE CONTRACTOR FOR MAINTENANCE.**

## 10.0 QUALITY CONTROL REQUIREMENTS

Services performed under this Contract shall be subject to regular inspections by the City of Arlington's representatives. This section outlines acceptable standards.

### **Floor Cleaning:**

For all operations where furniture and equipment must be moved, chairs wastepaper baskets, or other similar items shall not be stacked on desks, tables, or windowsills. Upon completion of work, all furniture and equipment shall be returned to its original position.

Baseboards, walls, doors, stair risers, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning.

All base moldings of freestanding partitions shall be put back in place if dislodged during floor maintenance.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations in those buildings where daytime cleaning personnel are on duty. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

### Sweeping:

Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances within 10 ft of entry doorway. shall be swept clean of all dirt and trash. To sweep resilient tile, terrazzo or sealed concrete floors, traced dust mops shall be used and the sweeping operations must be performed in a manner that no dust is raised.

Straw brooms or push brooms may be used for sweeping exterior surfaces. During the sweeping operations, gum, tar, and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process. This operation shall be performed with a cotton mop that has been dampened with a neutral detergent solution.

### Damp or Wet Mopping:

Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored in closets with solutions left in them.





Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Floors being wet mopped shall be dried after mopping to prevent any standing water from being absorbed by the floor material or seeping into floor seams or corners.

Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation there shall be no soil, litter, splash marks, streaks, swirls or mop strands visible. The floor shall present an overall appearance of cleanliness.

Spot Mopping:

This operation shall include the removal of stains by spillage on small areas of floor surface, and when windows or doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

Scrubbing:

When scrubbing is designated, it shall be performed by machine or manually with a brush using a neutral detergent. Germicidal solution such as A-33 shall be used in restrooms, locker rooms, eating areas and drinking fountains. Scour powder may be used only on very dirty quarry tile, ceramic tile or terrazzo floors. Water or scrubbing solution shall not be allowed to remain on the floors any longer than necessary to complete the cleaning job, at which time dirty solution shall be picked up and the floor shall be rinsed until it is clean and free of soap solution, then dried.

Floor Finishing:

An approved polymer floor finish shall be used on asphalt, rubber, vinyl, linoleum and other resilient floor covering.

All wood surface floors shall be cleaned/finished in accordance with the manufacturer's recommendations and instructions for the type of flooring.

On hard surface floors such as terrazzo, ceramic, marble, and concrete, an approved penetrating water base sealer shall be used. However, all floor surfaces shall receive the following treatment applications:

Sweeping:

Sweep all floor surfaces thoroughly. Remove all gum and adhesive material.

Stripping:

Remove all old finish or wax from floors, using a concentrated solution of a liquid stripping cleaner. Cleaner is to be applied with a mop, and scrubbed with an electrical buffing machine and a medium-grade stripping pad. Extremely stubborn spots, gum, rust, burns, etc., shall be removed by hand with a scouring pad dipped in the stripping solution. Corners, baseboards, and other areas that the buffing machine cannot reach shall be scrubbed and thoroughly cleaned by hand.

Under no conditions shall floors be scrubbed while dry. Care shall be taken so that baseboards, walls, and furniture shall not be splashed or scarred. Cleaning solution shall be rinsed two or three times with clean



water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.

#### Finishing:

Finish shall be applied to the floor surface with a lamb's wool applicator or a cotton mop. A minimum of three (3) thin coats of floor finish shall be applied, allowing sufficient time to dry in between each coat. The last coat should only be applied up to, but not touching, the baseboard. All other coats should be applied to within six (6) inches of the baseboard. The application of an excessive amount of finish shall be avoided, and a buildup shall not be permitted.

Sufficient finish shall be used to fully protect the floor surface and present a neat, well-kept appearance. Finishing shall be done in heavy traffic areas such as doorways and corridors, or in heavy work areas to keep the floor fully protected. In cases where it becomes necessary to remove old finish, an approved floor stripper shall be used. Where finish has been

allowed to accumulate along baseboards or near fixed pieces of furniture or equipment, a doodle bug with scouring pad attached shall be used in addition to stripper to remove old finish.

- Should there be more than eight (8) hours delay before applying finish after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying finish. Finish shall be thoroughly dry before buffing.

#### Spray Buffing:

A buffing machine shall be used with a synthetic buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desired luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment, or the solution used.

Spray buffing solution shall not be applied to floors nearer than six (6) inches to the baseboard or non-movable fixtures. Vacuuming of Carpet:

Surface litter such as paper, gum, rubber bands, paper clips, etc., shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum with a beater bar shall be used to remove obvious dust and soil from carpet. Beater bar shall be adjusted to correspond with the pile height of carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used.

In areas with permanent or stationary furniture and fixtures, a toy broom or crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming, shall be completely free of litter, soil and embedded grit.

#### Carpet Cleaning:

All carpet cleaning methods must be approved by Parks Custodial Administrator before use.

Stained areas shall be treated with spot cleaning solution in compliance with the carpet manufacturer's recommendations. The carpet shall be vacuumed before and after shampooing with a commercial heavy-duty vacuum cleaner with a beater bar. Shampooing shall be done in strict compliance with the



recommendations and instructions of the manufacturer of the carpet and shampooing equipment and materials.

Some facilities will require the use of hot-dry shampoo process which is based on manufacturer's recommendations. Areas inaccessible to the shampoo equipment shall be shampooed using recommended manual devices. After sufficient drying time has been allowed, the carpet shall be vacuumed to give the carpet pile uniform luster appearance.

**Cleaning of Furniture:**

Soil and dust shall be removed from furniture. Metal desks, file cabinets, chairs, tabletops, etc., shall be dusted with lamb's wool hand dusters or clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. Vinyl covered furniture shall be cleaned with sponge or wiping cloth dampened in a neutral detergent solution. For hard-to-remove spots an approved cleaner shall be used. Upholstered furniture shall be dusted with a portable vacuum with upholstery attachment.

An approved dry foam concentrates with a clean soft bristle brush and/or mechanical brush shall be used to clean upholstered furniture. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

**Regular Dusting:**

All dust, lint, litter and dry soil shall be removed from horizontal surfaces including office furniture, windowsills, shelves, venetian blinds, library book shelving, which could be over 6 feet, stairwell (emergency), etc. but items on desk tops shall not be disturbed, but in public facing areas the top of equipment will be dusted. Dusting shall be performed with clean dust cloths, and lamb's wool duster and surfaces shall be dust free.

Spot Cleaning:

Smudges, fingerprints, marks and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth and spray bottle of neutral detergent. Germicidal cleaner solution, such as a disinfectant spray with at least 99.9% antibacterial and disinfectant formula shall be used in restrooms, locker rooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a clean uniform appearance free of spots, streaks, and removable soil.

**Washing of Interior Glass:**

Smudges, oily film, dust and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's representative are followed.

Cleaning of Interior Transparent Surfaces:

Smudges, oily film, dust and soil shall be removed from all transparent surfaces using methods and solutions prescribed by the manufacturer or the City's representatives.



Cleaning of White Magic Marker/Black Boards:

Use a foam eraser or appropriate cleaner to remove all chalk/marker marks, fingerprints and excess dust from the blackboard/white magic marker board writing surfaces. Wipe tray with a damp sponge or cloth. After cleaning, the surface shall have a uniform appearance with no remaining marks, streaks, or excess dust.

**Trash Removal:**

All wastebaskets, and other trash containers in the work area shall be emptied and returned to their initial location. Boxes, cans, papers and other trash placed near a trash receptacle and marked "Trash" shall be removed and emptied directly into a designated trash dumpster, receptacle or area. Large recycle containers shall be emptied when the container is half full

Soiled or torn plastic waste basket or trash container liners shall be replaced. . The exterior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth.

**Entrance Mats:**

Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted and soil and moisture underneath shall be removed.

**Elevators:**

Smudges, fingerprints, gum, marks and graffiti shall be removed from interior, exterior surfaces and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

**Restrooms:**

Germicidal: Using an approved germicidal, detergent solution completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.

General Cleaning:

Cleaning of restrooms shall include sweeping, mopping, and scrubbing, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals shall be done in such a manner that no cross contamination shall occur between commodes and urinals, and faucets, sinks, and doorknob surfaces in addition to the details in the following section.

Sanitary receptacles in women's restrooms shall be cleaned and washed daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied, liners folded, collected in separate containers, and disposed of with trash.

Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to police and maintain an adequate supply of white toilet tissue, paper towels, commode



seat covers, hand soap, etc. Replacement of toilet paper roll needs to be inside the toilet tissue dispenser, never outside or on top of dispenser.

Fixtures:

Commodes shall be cleaned daily to remove all rust and stains, inside and outside. Flush rings shall be cleaned with a cotton hand mop using a bowl-tab/solution. Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale.

Commodes shall be cleaned inside with a cotton hand mop. Inside of commodes shall be cleaned with a germicidal bowl cleaner.. Exterior of the commodes shall be cleaned with a germicidal spray bottle with a microfiber cloth.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

Restroom, Shower Stall, and Wall Cleaning:

Floors shall be cleaned with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor. Shower walls and floors shall be cleaned with an anti-mildew cleaner.

Shower stalls shall be cleaned with mildew cleaner to remove stains, rust, mildew, etc., and sanitized with a germicidal detergent solution. Shower curtains will be purchased and replaced by the Parks Custodial Administrator

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint, vinyl covering, or are of vitreous materials.

**Drinking Fountains:**

Soil, streaks, smudges, etc., shall be removed by use of spray bottle, germicidal detergent solution, sponge, cloth. A Non-Scratch pads can be used to remove stubborn hard water stains/mineral deposits accompanied by germicidal detergent solution. A small percolator brush shall be used to clean drains. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized. Do not use stainless steel polish or oil on drinking fountain's head or faucet.

**Podiums and Rostrums:**

All podiums and rostrums shall be cleaned in the same manner as floor areas, including bases for signage, hand sanitizers, stanchions, etc.

**Polishing Metals:**

Solid push plates, kick plates, nameplates, and other fixtures shall be polished to present a bright, neat, clean, shining appearance. Polishing shall be performed so as not to damage or scratch the finish.



**Porcelain Ware Cleaning:**

Porcelain fixtures (drinking fountains, toilets, urinals, wash basins, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustation, or excessive moisture.

**Entrances:**

Platforms, landings, and steps of entrance within ten feet of entrances shall be cleaned and policed.

**11.0 TERMINATION FOR DEFAULT**

1. The City reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by Contractor. In addition, Contractor understands and agrees that time is of the essence in performing this Contract and that the following events shall be deemed to be events of default by Contractor under this Contract
2. Contractor shall fail to commence the work in accordance with the provisions of this Contract, and such failure shall continue for a period of two (2) calendar days after notice is delivered to Contractor.
3. Contractor shall fail to diligently provide janitorial services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract, and such failure shall continue for a period of two (2) calendar days after notice is delivered to Contractor.
4. Contractor shall fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, and such failure shall continue for a period of two (2) calendar days after notice is delivered to Contractor.
5. Contractor shall fail to perform any janitorial service as required by this Contract, and such failure shall continue for a period of two (2) calendar days after notice is delivered to Contractor.
6. Contractor shall fail to provide any supplies and/or materials as required by this Contract, and such failure shall continue for a period of two (2) calendar days after notice is delivered to Contractor.
6. Contractor shall fail to perform any specific janitorial service within the scheduled time period required by the Contract, or the specific cure period set forth herein below. The cure period within which a failure to perform must be corrected, which is not covered elsewhere in this provision, after notice is delivered to Contractor shall be the following time frame for each of the following tasks/duties. To the extent this subparagraph conflicts with any other provisions of this DEFAULT section, the provisions of this subparagraph shall control.
  - Toilet tissue - 2 hours
  - Paper towels - 2 hours
  - Empty trash cans - 4 hours



- Spray buff vinyl tile - 3 Days
8. It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this Contract. Accordingly, it is agreed that upon the occurrence of any such event, City shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) calendar days of delivery of the request shall entitle City to terminate this Contract and to the accompanying rights set forth below.
  9. Contractor shall fail to satisfactorily respond to any written objections regarding the conduct of Contractor's officers, agents, employees, invitees, subcontractors and any such subcontractor's officers, agents, employees and invitees within five (5) business days of receipt of such objection from City.
  10. Upon the occurrence of any event of default specified above, City shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.
  11. Terminate this Contract and complete the work in any manner it deems desirable, in which event Contractor shall immediately remove its equipment and personnel, and surrender all keys and codes providing Contractor access to any municipal buildings; and if Contractor fails to do so, City may, without prejudice to any other remedy which it may have, take such actions as are reasonably necessary to remove Contractor's equipment and personnel from all municipal buildings, reclaim all municipal building keys and codes in Contractor's possession or otherwise secure access to the municipal buildings at Contractor's expense, without being liable for prosecution or any claim of damages therefor; and Contractor
  12. Agrees to pay to City on demand the amount of all loss and damages which City may suffer by reason of such termination.
  13. Perform the janitorial services or provide the supplies and materials using the City's employees and resources at the Contractor's expense.
  14. Hire a third party to perform the janitorial services and/or provide the supplies and materials at the Contractor's expense.
  15. Withhold any payment, in whole or in part, related to unsatisfactory janitorial services until such time as the janitorial services are corrected.
  16. Withhold any payment, in whole or in part, related to janitorial services that were not performed within the scheduled time period required by the Contract until such time as the janitorial services are performed. However, nothing contained herein shall allow Contractor to skip the performance of janitorial services in one scheduled time period, perform those services in any following scheduled time period and collect for performing said services in both time periods.



17. Deduct amounts from Contractor's monthly bills for janitorial services that are not performed, or which are not performed in a satisfactory manner, at one of the following rates to be determined in the sole discretion of the City: (a) the unit price bid by the Contractor; or, (b) the amount the Contractor actually billed for such services; or, (c) the rate assigned for each such service as set forth in Exhibit C, "Criteria for Deduction"; or, (d) the amount charged by a third party or the City to perform the service and/or provide the supplies and materials.
18. Deduct amounts from Contractor's monthly bills for janitorial services that are not performed within the scheduled time period required by the Contract at one of the following rates to be determined in the sole discretion of the City: (a) the unit price bid by the Contractor; or, (b) the amount the Contractor actually billed for such janitorial services; or, (c) the rate assigned for each such service as set forth in Exhibit C, "Criteria for Deduction"; or, (d) the amount charged by a third party or the City to perform the service and/or provide the supplies and materials.
19. If after exercising any of the foregoing remedies the cost to the City exceeds that part of the pro rata Contract sum for the month in which the default giving rise to such remedy occurs, Contractor shall be liable for and shall reimburse City for such excess. Alternatively, and at City's sole discretion the City may deduct such excess from Contractor's subsequent monthly bills until such time as the total excess amount has been deducted.
20. Contractor understands and agrees that time is of the essence in performing this Contract, and that failure to comply with any time or performance requirements in accordance with the Contract will result in damage to City. City and Contractor have set out timetables for completion of the janitorial services required under this Contract. Contractor and City agree that it is and will continue to be impracticable and extremely difficult to determine the actual amount of such damage whether in the event of delay or nonperformance. Contractor agrees that the "Criteria for Deduction" set forth in Exhibit C to the Contract contains the minimum value of the costs and actual damage caused by Contractor's failure to comply with any time or performance requirements under the Contract, and such sum(s) may be withheld or deducted from payments due or to become due to Contractor as liquidated damages.
21. Pursuit of any one or more of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided at law or equity, nor shall the pursuit of any remedy herein provided constitute a forfeiture of or waiver of any damages accruing to City by reason of the violation of any of the terms, provisions and covenants herein contained. City's acceptance of work following an event of default hereunder shall not be construed as a waiver of such event of default. No waiver by City of any violation or breach of any terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by City to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Should City at any time terminate this Contract for any default, in addition to any other remedy City may have, City may recover from Contractor all damages City may incur by reason of such default, including **the cost of rebidding the Contract and reasonable attorney's fees expended by reason of default.**