

32 years



REQUEST FOR PROPOSALS JANITORIAL SERVICES

September 18, 2023

City of Lake Elsinore
Public Works Department
521 N. Langstaff Street
Lake Elsinore, California 92530

I. INTRODUCTION

The purpose of this notice is to solicit Proposals from qualified firms (hereinafter referred to as "Contractor") interested in contracting with the City of Lake Elsinore (hereinafter referred to as "City") to provide all labor, materials, tools, equipment, supplies, and transportation for citywide janitorial services, on an annual basis for City Park restroom facilities.

i. PERFORMANCE PERIOD

The initial period of the Agreement will be from the date the City executes the Agreement through October 2023. This initial period will include a 30-day performance period when City staff will make daily inspections to assess service levels. The performance period under this Agreement shall begin on the first day service. The Agreement may be renewed 3 years at the end of each fiscal year for a period not to exceed three (2) additional one-year terms, upon both parties' written concurrence each year and provided that funding appropriations and program approvals have been granted by the City Council of the City; and if no written notice of termination is received by either party.

The Agreement for Contractor Services provides for price increases based on Los Angeles/Riverside/Orange County Consumer Price Index. The City of Lake Elsinore by written change notice, add or delete facilities, areas, or the service requirements of this contract. Such changes shall be negotiated on the basis of a prorated price consistent with the original price contained herein.

II. BACKGROUND

The City of Lake Elsinore is approximately 32 sq. miles serving a population of approximately 71,898 residents. The City of Lake Elsinore Public Works Department maintains the City's buildings and facilities described in this RFP. The City requires an experienced and reputable firm to provide custodial services for a variety of buildings and facilities located throughout the City that require routine janitorial services, as described in the Specific Requirements (Section IV). The square footage is provided as an estimate only. It is the responsibility of the Contractor to inform himself fully of the conditions relating to the work.

The City of Lake Elsinore's expectations for this contract may be found in Exhibit A for this RFP.

III. PURPOSE & TASKS

The City wishes to ensure the provision of janitorial services for the facilities named herein at the service level specified in Sections IV and V with maximum efficiency and minimum cost. The Contracting firm will provide qualified employees, quality supplies and equipment to perform the required services for the facilities specified herein. All supplies and equipment provided by the

Contractor will remain the property of the Contractor. Unless otherwise specified, the service is to start at 10:00 pm and end by 2:00 am at the parks but is subject to change.

The final Contract will be established through competitive negotiations and may be subject to change through written change order from the City.

Responses to the Request for Proposal (RFP) will be evaluated on the completeness of the Proposal documents submitted, including reference documents; the thoroughness, appropriateness and business approach detailed in the work plan, as well as the estimated hours to perform the requested services; compliance with Federal/State Minimum Wage and Workers' Compensation requirements; the experience of the Contractor as a whole to perform the requested services; and the cost of performing the requested services. Award of the Contract shall be made to the lowest responsive, responsible Contractor that best meets the City's requirements and needs and represents the best value for the City.

IV. SPECIFIC REQUIREMENTS

The specifications for janitorial services for the City shall consist of this document herein referred to as "specifications." Contract Documents shall consist of the specifications, addenda, bonds, insurance certificates, the Agreement, and all required submittals:

A. Specifications are for janitorial services at the following "Parks" locations:

<u>PARKS</u>	<u># Restroom</u>	<u>ADDRESS</u>
Lakepoint Park		420 E. Lakeshore Dr.
McVicker Park Upper	1	29355 Grand Avenue
McVicker Park Lower	1	29355 Grand Avenue
Summerly Park		18505 Malaga
Summerhill Park		31613 Canyon Estates Dr.
Summerlake Park		900 W. Broadway
Swick-Matich Park Ballfield	1	402 Limited Street
Swick-Matich Park Concession	1	402 Limited Street
Tuscany Hills Park		30 Summerhill Drive
Yarborough Park		419 N. Poe St.
Machado Park		15150 Joy St.
Creekside Park		32000 Lost Rd.
Alberhill Park		28200 Lake St.
Rosetta Park	1	39423 Ardenwood Way
Rosetta Sports Park	1	44419 Ardenwood Way
Seaport Boat Launch		500 West Lakeshore Dr.
Serenity Park		19685 Palomar St. at Silverwood Dr.
Christensen Park		36300 Piedmont Dr.
Canyon Hills Park		34360 Canyon Hills Road

- B. Care of Work Areas – The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones, radio equipment, television sets, office equipment provided for official City use, or tamper with personal or City property. No equipment shall be unplugged without prior City of Lake Elsinore approval.

Any potentially important envelope or other material found in the waste containers or on the floor shall be left in the area with a note and the Facilities Manager, or designee, shall be notified via telephone or e-mail by 9:00 a.m. the next business day. Employees of the Contractor shall protect the City from damages as a result of their work. City property or City staff's personal property damaged by Contractor's employees shall be repaired or replaced at Contractor's expense. In the event of such damage, the Contractor's employee shall leave a note in the general area of the damage and the Contractor shall contact the Facilities Maintenance office the next business day by 9:00 a.m. Services will continue to be provided per the cleaning schedule. The Contractor is responsible for the general cleaning of restrooms, offices, cubicles, and carpet spot, vacuuming, and locker rooms.

- C. Security - In the event of a situation that may result in further damage or breach of security to City property if not corrected immediately (i.e. water leak, broken window, unsecured exterior door, etc.), employees of the Contractor are to inform their supervisor, who is to contact a Facilities representative via an after-hours number that will be provided to the Contractor. Upon leaving, employees of the Contractor shall ensure that all doors and windows they may have opened are securely closed and locked and that any lights they turned on are turned off. Should the Contractor or his employee lose any keys that provide access to any City facility, the Contractor may be required to pay the cost to re-key all affected locks. All lost keys, alarm codes, or key cards shall be reported to the Facilities Manager or designee immediately.

The Contractor's employees shall not allow anyone, including City employees, into any of the buildings or locked offices. City employees who are authorized to be in the building or secured areas have their own keys and/or key cards.

- D. Emergencies – Employees of the Contractor are to call 9-1-1 immediately if:
1. They observe anyone destroying City property either inside or outside the building.
 2. Someone is trying to force their way into a City facility.
 3. They observe a fire.
 4. They smell smoke or a strong odor of gas.
 5. Any other situation that would prompt a reasonable person to seek outside assistance.

- E. Hazardous Materials – The Contractor shall not use any hazardous materials or chemicals in any City facility without submission of the corresponding Material Safety Data Sheet (MSDS) and express authorization from the Facilities Manager or designee. Should the Contractor's employees happen to generate a hazardous material during the course of their work, the Contractor shall remove and dispose of it immediately in accordance with all laws and regulations. If a hazardous material, such as empty aerosol cans, used motor oil, etc., is discovered on City property by the Contractor's employees, they shall notify their supervisor immediately. The supervisor shall notify a Facilities Maintenance representative via an after-hours number should the situation require immediate clean-up and/or removal of the substance. If the situation is not urgent, the Contractor shall notify the Facilities Maintenance Division's office by 9:00 a.m. the following business day.
- F. Facilities - All work shall be performed in a phased operation so that these meetings are not disrupted. In no case shall work commence in an area where a meeting is in progress. If an office is occupied by a City employee who is working after hours, the Contractor's employee may ask the occupant if cleaning can commence in that office/area.
- G. Personnel – The Contractor's employees will be required to pass a "Live Scan" screening, and Contractor will be required to provide written Live Scan documentation. The Contractor's employees shall extend the highest quality of courtesy in speech, action, and deed to all City employees, officials, citizens, and visitors/guests. The City, through the Facilities Maintenance Division, retains the right to demand immediate dismissal or removal from the premises of any of Contractor's employees considered being in violation of the requirements of these specifications. No employee under the influence of alcohol or drugs shall be allowed on the premises or in the building. The Contractor will immediately remove any of their employees whose conduct or workmanship is unsatisfactory.
- H. Contractor's Employees may not:
1. Perform any service beyond their capability or training.
 2. Use cleaning equipment or electrical outlets that are in need of repair.
 3. Unplug electrical cords from outlets in use, i.e., computers, printers, etc.
 4. Open and/or look in desk drawers, furniture, file cabinets, clothing, etc.
 5. Take any items from a facility, no matter how small or insignificant the item may be (e.g., partial roll of toilet tissue, stick of gum, one penny). If in doubt, the Contractor's employee should ask their supervisor.
 6. Loiter in the parking areas before or after work.

7. Keep or remove trash or discarded items. These types of items are still considered to be the property of the City and are to be deposited in the appropriate bins.
8. Enter restricted areas, such as roofs, computer server rooms, etc., unescorted by City personnel.
9. Bring relatives, friends, or other non-employees of the Contractor to work with them.
10. Smoke inside any facility or within 20 feet of the exterior of any entrance.
11. Use City telephones for any purpose, except to call 911.
12. Use individual desks to take breaks. Appropriate locations will be designated for breaks (e.g., kitchen, break room, etc.).

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. He/she shall have a **minimum of two (2) years' experience in janitorial maintenance supervision**. The Contractor or his staff shall have expertise and experience in cleaning solutions and spot extraction from a variety of surfaces. The supervisor shall be capable of communicating effectively in both written and spoken English.

- I. Personnel Attire – All employees shall be required to wear appropriate attire and picture identification badges that readily identify the individuals as employees of the Contractor. All badges shall be approved by the Facilities Manager or designee and be provided by the Contractor at Contractor's expense.
- J. Vehicles provided by the Contractor shall display company logo or company name.
- K. Requirements Subsequent to Contract Execution – The Contractor is required to comply with the following:

1. Base Bid shall include of the following costs:

The Contractor shall provide all management, customer service, labor, cleaning materials, and consumable items such as, but not limited to: toilet paper, hand towels, paper towels, hand soap, toilet seat covers, waste container liners, and equipment and supplies necessary to provide clean buildings, facilities and work environment in a responsible, safe, cost efficient, an environmentally friendly manner to perform the specified work. Such consumables shall be purchased by the Contractor from Waxie Sanitary Supply (see Product List attached), or equivalent quality products from a vendor of the Contractor's choice. Facility Manager to approve products prior to purchasing and a copy of the invoice is to be produced upon request.

Prior to commencement of work, the Contractor shall supply the City with an inventory of all equipment and cleaning supplies to be kept on City premises. The list or chart will identify the location where said equipment/supplies are to be kept.

Contractor shall use only biodegradable cleaning products that will return to a natural state within fifteen (15) days after entering the sewage system. Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all of Contractor's cleaning supplies used and/or stored on City premises prior to such supplies being utilized in any City facility. The MSDS for all products used at the Public Works Yard Building shall be posted in all of the janitorial closets at the Public Works Yard per County of Riverside regulations.

Contractor shall perform services in accordance with the most stringent of all federal, state and local codes and regulations. In addition, the Contractor shall follow all applicable standard industry practices.

2. Contractor's equipment shall be new or in the best maintained working condition for its intended function. Equipment that is faulty or does not perform to the satisfaction of the City shall be replaced at Contractor's expense. All Products and equipment used by the Contractor in performance of the contract shall meet the appropriate EPA and OSHA Standards and all vacuum cleaners must have HEPA filters. The Contractors equipment and supplies may be stored on site in the janitorial closets at each site location, upon approval by the Facilities Manager.
3. Prior to commencement of any work, the Contractor shall supply the names and addresses of each employee to be used on the contract for possible security checks. The Contractor's employees will be required to pass a "Live Scan" screening, and Contractor will be required to provide written Live Scan documentation. There will be no cost to the Contractor for any security/background check other than Live Scan screening (Live Scan screening to paid by contractor). Security checks are a standard City procedure when hiring new employees. Any change in personnel shall be processed for clearance prior to work assignment. The City shall retain the right to demand the removal of any employee for disobeying orders, non-performance, unsatisfactory performance, or change in security status.
4. Failure of the Contractor to perform any services required by the Contract specifications, evidenced by the inspection by the Facilities Manager or designee, may result in the following actions being taken:
 - a. Notification will be made to the Contractor directing that a correction of the deficiency be started within two hours or as otherwise directed by the Facilities Manager or designee at no increase or additional cost to the total contractual amount.
 - b. A report will be sent to the Contractor indicating the services that were not performed, the number of days the Contractor has to correct the situation, the

facility in question, the location within the facility, the time, date, square footage if necessary, the amount to be deducted from the upcoming monthly payment (if any), and the requirement of the Contractor to submit his proposed remedy to the Facilities Manager within a specified time.

- c. Should the Contractor fail to perform the services promptly and correctly or not take steps to ensure future performance of the service in conformity with contract specifications, the Facilities Manager, at his/her sole discretion, shall have the right to:
 - 1) Reduce the contract price to reflect the reduced value of services;
 - 2) Have the services performed by another contractor, in conformity with the Contract, and charge the original Contractor for all costs incurred by the City plus fifteen percent (15%) for overhead; and/or
 - 3) Terminate the Agreement for Contractor Services.
- 5. Working Hours – All work specified as Basic Services shall be performed within the time frames listed below:
 - a. Commencement of work for Facility Buildings shall occur no sooner than 6:00 p.m. and be completed no later than 1:00 a.m. Park restrooms janitorial work shall occur no sooner than 10:00 p.m. and be completed no later than 2:00 a.m. Unless otherwise specified for a particular site or authorized by the Facilities Manager or designee. Details and exceptions are noted in Section R, Frequency of Service.
 - b. On-Call and Extra Work shall be on the day and at the times selected by the City.
- 6. Administrative Responsibilities – The Facilities Maintenance Division is the contract administrator for the Agreement for Contractor Services, unless otherwise specified. Direct contact for daily work shall be the Facilities Manager or his designee. Requests or demands by other City employees shall be courteously listened to and referred to by the Facilities Manager or designee.
 - a. No work shall be performed which is contrary to the contract level of service or frequency charts without prior authorization by the Facilities Manager or designee.
 - b. The Contractor agrees that should he perform work outside the scope of the Agreement for Contractor Services without a written amendment or authorization of the Facilities Manager or designee, such work shall be deemed

to be gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the City for such work.

- c. The Contractor shall meet with the City representative periodically to inspect facilities and discuss matters of mutual concern. The frequency will be determined by the City representative, who shall be the sole judge of what constitutes the acceptable quality of work performed.
- d. The Contractor shall supply the Facilities Manager with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24-hour emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing by the end of that business day.

Failure to maintain current emergency information may result in a \$200 penalty for each occurrence. Emergency response is defined as anything:

- 1) Per City representative(s)
- 2) By prior agreement
- 3) Public health/safety matters

L. Extra Work and On-call Services

- 1. On-Call service shall be defined as emergency or additional work that is similar in nature to the Basic Services. The Contractor shall furnish all labor, material, and equipment to perform such on-call services per the costs quoted by the Contractor and listed in this RFP document. The response time for on-call services shall be within two hours or as otherwise directed by the Facilities Manager or designee. The City reserves the right to use or not use the Contractor to perform any On-Call Services.
- 2. Extra services are those items not listed in Basic Services and if not already listed and quoted in this document, shall be negotiated on a time-and-material, not-to-exceed basis. The City reserves the right to use or not use the Contractor to perform any Extra Services.

M. Contractor Payments – Payment for work described in these specifications shall be made on a monthly basis for work performed.

- 1. Each month, between the first and tenth day of the month, the Contractor shall submit an invoice listing each site and cost for the work performed during the previous month and include the corresponding City Purchase Order number.

2. Payment to the Contractor shall be made within forty-five (45) days after receipt of invoices for services rendered.

N. City to Provide – The following shall be provided to the Contractor:

1. Electricity.
2. Water.
3. Various janitor spaces – not available at all sites. All equipment and supplies must be kept only in these spaces and the areas must be kept clean and orderly. All faucets and lights are to be turned off upon leaving.
4. Dumpster and/or recycling bins are outside of the building for the disposal of trash and recyclables – not available at all sites. All dumpster/recycle enclosures shall be kept clean. At no time shall excess trash be left on the ground around the bins or inside the building. If an exterior bin is full, the trash is to be deposited into another City bin, even if it is at another site. All boxes are to be broken down before being placed in the recycle bin.

O. Feminine Product Dispensers – Where applicable, the Contractor shall be responsible for restocking the product for the dispensers. The Contractor shall provide and repair the dispensers at its expense. The Contractor shall also provide liners for the sanitary waste containers.

P. Termination of Agreement for Contractor Services

1. The City reserves the right to terminate the Agreement for cause immediately.
2. If the Contractor fails to meet the specifications of the Agreement for Contractor Services for any fifteen (15) consecutive or non-consecutive days, the City may, at its option, terminate the balance of the Agreement for Contractor Services by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.
3. This agreement may be terminated by either party upon written notice not less than thirty (30) days prior to the proposed termination date.
4. The City reserves the right to cancel, reduce, alter, or add services to any building or portion thereof. Any such changes shall be accomplished through an Addendum to the Agreement for Contractor Services. Any monetary effect on the Agreement for Contractor Services from such changes shall be discussed and agreed upon between the City and the Contractor prior to such Addendum being finalized.
5. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the Janitorial Services Specifications or the location(s) of service.

Any addition or deletion of a facility shall be accomplished through an Addendum to the Agreement for Contractor Services. Any monetary effect on the Agreement for Contractor Services from such changes shall be discussed and mutually agreed upon between the City and the Contractor prior to such Addendum being finalized.

- Q. Subcontracting Services – The Contractor shall not subcontract or assign the performance of any of the services in this agreement without prior written approval of the Facilities Manager or designee.
- R. Reservation of Rights – The City reserves the right to arrange for any or all items of extra service, except as provided in the Agreement for Contractor Services, to be performed by separate Agreement for Contractor Services or purchase order by one or more other Contractors, if it is in the City's best interest.
- S. Frequency of Service – All work described in Basic Services shall be performed in a manner equal to the best quality of the trade, regardless of its frequency. The Facilities Manager or designee shall be the judge as to the acceptability of all work performed.

1. Routine Schedule

Base Bid : Three (3) days per week of Facility Buildings. All Park restrooms to be (7) seven days per week and all holidays.

2. Holiday Schedule

City offices are closed for certain holidays during the year. All facilities will be closed on the following holidays and will not require service on the night of the observed closure unless otherwise notified by the City or at the mutual convenience and agreement of both the Contractor and the City, the routine work schedule may be adjusted to allow for observance of holidays or other special circumstances. All Parks will be open and require service, during all holidays.

Holiday Schedule

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Juneteenth Day
Veteran's Day
Thanksgiving Day

V. REQUIRED BASIC SERVICES

A. General Procedures and Definitions

1. Contractor to provide service time schedule for each facility and park.
2. The Janitor's closets shall be kept in a neat, clean and orderly condition at all times, and securely locked when not in use. Mops are to be cleaned, rinsed, and wrung out prior to storing. Mop buckets are to be emptied at the end of each use.
3. The Janitor's closet should be stocked with ample consumable items at all times. The contractor is to notify the Facilities Manager or designee the following workday if consumable supplies are low.
4. All paper towel dispensers shall be filled to capacity each time a service is performed.
5. All trash shall be discarded in the appropriate waste bin, usually located in the parking lot, and shall be considered the property of the City until it is removed by the City's waste management hauler. At no time shall the Contractor's employees be permitted to keep any items found on City property, even if it is in a waste or recycle container.
6. Office doors shall not all be opened at once. Only those office doors in the immediate area where Contractor's staff are working are to be opened and then closed upon completion of cleaning. No office that has been opened by janitorial personnel may be left unattended.
7. All doors are to be left in the same condition as they were found, i.e., if it was found open and unlocked, it is to be left open and unlocked after cleaning is performed.
8. Upon leaving a site, all designated lights shall be turned off.
9. "Hard surface" floors are defined as vinyl (VCT), tile, or composite (excluding bare concrete).
10. "Specialty flooring" is defined as rubberized, stone, wood, or laminate.
11. Any fixture found to be damaged, inoperable, or malfunctioning is to be reported to the Facilities Maintenance Division by 9:00 a.m. the following business day, unless immediate attention is required to prevent additional damage. In that case, the janitor will contact their supervisor who is to immediately notify the Facilities Maintenance Division standby person.

C. Daily - All Restrooms

1. Empty all waste containers (all types) and replace all liners.
2. Refill all consumable products.
3. Clean and disinfect all sinks, toilets, urinals, toilet seats (both sides), shower stalls, and exterior surfaces of all the aforementioned units, as well as the exposed piping.
4. Wet-wipe and sanitize toilet partitions with a cleaning and sanitizing solution.
5. Clean and polish all metal frames and fixtures.
6. Clean and polish mirrors.
7. Clean splash marks on walls adjacent to and above sinks, soap dispenser, hand dryers, urinals, and toilets.
8. Spot clean all ceramic tile and walls.
9. Wet mop all floors.
10. Baby changing tables shall be cleaned and sanitized where applicable.

D. Daily – Mandatory Lock of Park Gate

1. Gates must be closed and locked before leaving the park where applicable.

E. Daily - Park Restrooms

1. Empty trash containers and remove debris.
2. Sweep and wet mop floors.
3. Wash/scrub floors, as needed.
4. Clean dispensers and wash basins.
5. Refill paper products and soap.
6. Empty sanitary napkin receptacle.
7. Chemically clean toilets and urinals.
8. Baby changing tables shall be cleaned and sanitized where applicable.
9. Cleaning of restrooms partitions and walls to a height of 6'
10. Cleaning of exterior faucets/water dispensing fixtures that are attached to park buildings and where applicable.
11. Cleaning of elevator room at Rosetta Sports Park.

12. Clean splash marks on walls adjacent to and above sinks, soap dispensers, hand dryers, urinals, & toilets.
13. Clean solid exterior doors and door handles and remove debris from around doors at Rosetta Sports Park, Serenity Park, Christensen Park or where applicable.
14. Lock all restrooms after cleaning.

I. Quality Standards

The following performance standards shall be used to evaluate the quality of services: •

Dusting – Free of all dirt, dust streaks, lint, cobwebs, and residue (oily films).

- Sweeping – Free of all dirt, dust, grit, lint, and debris, except embedded dirt and grit.
- Spot Cleaning – Free of noticeable stains/deposits and substantially free of cleaning marks. For floors: Spots the size of a dime or smaller.
- Damp Mopping – Without dirt, dust, marks, film, streaks, debris, standing water, or sticky residue.
- Dust Mopping – Free of cobwebs, debris, dust, and lint.
- Glass Cleaning – Without streaks, film, deposits, stains, have a uniformly bright appearance, and adjacent surfaces have been wiped clean.
- Wax Removal (stripping) – All wax removed down to the flooring material. Floor is free of all dirt, stains, deposits, debris, cleaning solution, standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must immediately follow wax removal operation.
- Waxing (performed immediately after wax removal) - Uniform bright appearance and is free of streaks. Only non-skid/slip resistant rated floor finishes shall be utilized.
- Scrubbing – Surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, or standing water and floor has a uniformly clean appearance. A plain water rinse must immediately follow the scrubbing process.
- Dusting of Light Fixtures – All components, including bulbs and tubes, are without insects, dirt, lint, film, and streaks.
- Wall Cleaning – Uniformly clean appearance, free of dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks, and deposits.
- Buffing of Floor Surfaces – Glossy, free of surface dirt, and have a uniformly bright appearance. Only non-skid/slip resistant rated floor finishes shall be utilized.

- Carpet Cleaning – Free of all deposits, soil stains, and debris.
- Polishing – Without deposits, oily film, tarnish, and displays a uniformly bright appearance.
- Reconditioning/Refinishing – Surface/finish is bright, clear, glossy, skid resistant, free of scuffmarks, soil and adjacent surfaces are free of incidental residue.
- Sanitizing – Surface is free of filth, odor, or infectious matter.
- Vacuuming – Carpet, fabric, or other surface, is free of debris, dust, loose threads, lint, and non-film soil.
- Grout Cleaning – Grout has been cleaned to its original color and is free of all dirt, mold, mildew, and discoloration.

VI. SUBMITTAL REQUIREMENTS

A. PROPOSAL REQUIREMENTS

The Contractor shall provide the following information. Failure to provide any one of these items may result in a rejection of the Contractor's entire submission:

1. Detailed **Standard Services and Work Plan** reflecting how Contractor will comply with listed specifications to include:
 - a) Number of workers to be used and number of hours that will be spent at each location.
 - b) Equipment to be used at each location.
 - c) Organizational chart that shows all executives (use separate piece of paper).
 - d) Brief description of company personnel and training procedures (use a separate piece of paper).
 - e) Personnel List. This list shall include all employees who will be assigned to our sites, their years of experience, length of employment with your company, and wages to be paid (use a separate piece of paper).
2. Information on Contractor/Statement of Experience.
3. Proposal and Cost breakdown by location.
4. Non-Collusion Affidavit.
5. All Contractors are required to provide references to illustrate that the Contractor can successfully perform maintenance work involved in the Agreement for Contractor Services. List any public agencies that your firm has performed

janitorial services for within the past five years. If you have not performed services for three public agencies, list at least five references, including all public agencies for which you have performed services in the last five years (use separate piece of paper). Provide contact name and phone number.

6. Copy of Contractor's Injury and Illness Prevention program, in compliance with the State of California.

B. WITHDRAWAL OF PROPOSALS

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Contractor or their duly authorized representative for the withdrawal of such Proposal is filed with the City Clerk prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Contractor to file a new Proposal provided the new Proposal is received before the closing date and time.

No Proposal may be withdrawn or changed after the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The Contractor with the lowest proposal may seek relief of the RFP by submitting a written request within five days after the opening of RFPs. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City.

C. DISQUALIFICATION OR REJECTION OF PROPOSAL

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different name will not be considered. Reasonable grounds for believing that any Contractor has an interest in more than one Proposal will cause the rejection of all Proposals in which that Contractor is interested.

If there is a reason for believing that collusion exists among the Contractors, none of the participants in such collusion will be considered in awarding the Agreement for Contractor Services.

Proposals in which the prices obviously are unbalanced may be rejected.

If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactory, the Proposal may be rejected.

D. RESERVED

E. AWARD OF CONTRACT

Every attempt will be made to award the Agreement for Contractor Services within sixty (60) calendar days after the opening of the Proposals.

F. EXECUTION OF AGREEMENT

A Contractor Service Agreement shall be signed by the successful Contractor in duplicate and returned within ten (10) calendar days after the date of the award of the Agreement for Contractor Services by the City Council. The Agreements shall be returned together with:

- City of Lake Elsinore Business License
- Fidelity Bond
- Workers' Compensation Certificate
- Insurance certificate(s)

In the event that the successful Contractor to whom the Agreement for Contractor Services is awarded defaults in executing the required Agreement or fails to submit the required documents to the City within ten (10) calendar days after the date of the Award of the Agreement for Contractor Services, acceptance of the Proposal and award of the Agreement for Contractor Services may be considered null and void. The Agreement for Contractor Services may then be awarded to the next lowest responsible Contractor.

G. CONTRACTOR INDEBTEDNESS AND INDEMNIFICATION

Contractor shall be required to indemnify, defend and hold the City harmless as provided in the Agreement for Contractor Services.

H. DEFAULT BY CONTRACTOR

In case of default by the awarded Contractor, the City may procure the work, materials or service from other sources. The City may deduct any excess cost from any unpaid balance due to the Contractor or may bill for same at the City's discretion. The prices in such events shall be the prevailing market price at the time of purchase.

I. MATERIAL, EQUIPMENT AND SAFETY REGULATIONS

The work, labor, and materials which the Contractor proposes to furnish to the City must comply in all respects with the appropriate equipment and safety regulations of all Federal, State, and local regulatory commissions whether such equipment or safety features have been outlined or required in these specifications or not. Contractor shall assume full responsibility for any violations and/or noncompliance with such regulations.

In compliance with California state law, Contractor shall have an active ongoing Injury and Illness Prevention Program in place. Evidence of such shall be submitted with the Contractor's Proposal.

Contractor shall use only biodegradable cleaning products that will return to a natural state within fifteen (15) days after entering the sewage system. The City reserves the right to request a list of all products being used by the awarded Contractor. Samples may also be requested by the City at any time during the contract period. Should any products normally require an MSDS, such documentation shall be provided by the Contractor.

Contractor shall furnish and maintain in good condition all equipment and supplies, except for consumables, required for the performance of this Agreement. The equipment and supplies shall meet all requirements, ordinances, and laws. All vacuum cleaners shall have HEPA filters.

J. CONFLICT OF INTEREST

Submission of a Proposal certifies that no City employee, whose position in City service enables him or her to influence any award of a contract hereunder, is employed by the submitter or has any direct or indirect financial interest in any transaction resulting from this RFP.

K. INSURANCE REQUIREMENTS

The Contractor will comply with the insurance requirements as set forth in the Agreement for Contractor Services

L. LICENSES AND PERMITS

The Contractor shall obtain and incur all costs for certificates, licenses, and permits necessitated by their operations. Prior to starting any work, the Contractor and any approved subcontractor shall obtain and maintain a City of Lake Elsinore business license throughout the life of the Agreement for Contractor Services.

The Contractor shall, upon demand, present to the City all necessary certificates, licenses, and permits as required by Federal, State, and local regulations as necessary to perform the work and deliver materials provided to the City.

M. LABOR, LABOR CODE AND MINIMUM WAGE

The Contractor and all approved subcontractors shall be required to comply fully with Federal and State Minimum Wage guidelines. All requirements regarding labor are further set forth in the Agreement for Contractor Services.

N. EXAMINATION OF SITE AND WORK

Contractors are responsible for determining the square footage and boundaries of each site, examining the physical conditions and surroundings of the proposed work, and judging for themselves the extent to which these factors will influence the performance of the contract work. The existing condition of each proposed work location is not intended, nor to be inferred, as a representation of satisfactory maintenance or performance, whether expressed or implied by the City or its employees. The Contractor shall not be relieved of liability under the Contract, nor shall the City be liable for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in the specifications and the actual condition revealed during the examination of the locations of the proposed work. No additional compensation or relief from any obligations of the Contract will be granted because of lack of knowledge of the work sites or conditions under which the work will be accomplished.

O. PRE-JOB MEETING

Prior to the beginning of any actual work being performed, the Contractor to whom the award is made will be required to meet with City representatives for the purpose of reviewing the specifications, instructions, and procedures.

P. DISPLACED JANITOR OPPORTUNITY ACT

The Displaced Janitor Opportunity Act, enacted by Senate Bill 20, Chapter 795, and effective for contracts awarded on or after January 1, 2002, requires the City to identify the following requirements of the statute in its initial Proposal package. The statutory obligations apply only to contractors with 25 or more employees.

The requirements include notice to a new contractor that they must retain for sixty (60) days any employees employed at the same site for at least the preceding four (4) months by the previous contractor, absent "reasonable and substantiated cause" not to hire based on the employee's performance or conduct. The City, when awarding a replacement contract, will provide, in a timely manner, the name and address of the new contractor to the previous contractor.

The new contractor is not required to pay the same wage or offer the same benefits, but the new contractor must make a written offer of employment to each non-management, non-supervisory service employee in a language in which the employee is literate. The offer shall state the time (of no less than 10 days) within which the employee must accept the offer. The new contractor may not discharge any holdover employees during the first 60 days of their new employment, except for cause. At the end of 60 days, the new contractor must provide a written performance evaluation to each retained employee and

must offer the employee continued employment if the performance was satisfactory. Employment thereafter may be at will.

ATTACHMENTS

Attachment A: City of Lake Elsinore Standard Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

Click or tap here to enter text.

Click or tap here to enter text.

This Agreement for Professional Services (the "Agreement") is made and entered into as of Click or tap to enter a date., by and between the City of Lake Elsinore, a municipal corporation ("City") and Click or tap here to enter text., a Click or tap here to enter text. ("Consultant").

RECITALS

- A. The City has determined that it requires the following professional services:
Click or tap here to enter text.
- B. Consultant has submitted to City a proposal, dated Click or tap to enter a date., attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

- a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).
- b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.
- c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Click or tap here to enter text. dollars (Click or tap here to enter text.) without additional written authorization from the

City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs,

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and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

- c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

- a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.
- b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall

be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

- a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.
- b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

- a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability

Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.
 - iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.
 - iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- v. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- vii. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: Click or tap here to enter text.
Attn: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.
25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the

individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

Or

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Manyworks
Appyworks

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Click or tap here to enter text., a Click or tap here to enter text.

City Manager

By: Click or tap here to enter text.

Its: Click or tap here to enter text.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
PROPOSAL DOCUMENTS
[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

PROPOSAL BID SCHEDULE CONTRACTOR:

All Park restrooms to be serviced (7) seven days per week and all holidays with the exception of Rosetta Sports Park.

NOTE: The Proposal shall include, but not be limited to, sales tax and all other applicable taxes and fees.

PROPOSAL SCHEDULE

CONTRACTOR: Alvarez Enterprise Services

	SITE ADDRESS	SERVICE DAYS	LOCK GATE	MONTHLY COST
1.	Alberhill Community Park 28200 Lake Street	Monday-Sunday and all Holidays		\$570.43
2.	Canyon Hills Community Park 34360 Canyon Hills Road	Monday-Sunday and all Holidays	Lock (1) Gate Monday – Sunday and all Holidays	\$770.08
3.	Creekside Park 3200 Lost Road	Monday-Sunday and all Holidays	Lock (1) Gate Monday – Sunday and all Holidays	\$570.43
4.	Lakepoint Park 420 E. Lakeshore Drive	Monday-Sunday and all Holidays	Lock (1) Gate Monday – Sunday and all Holidays	\$570.43
5.	Machado Park 15150 Joy Street	Monday-Sunday and all Holidays		\$570.43
6.	McVicker Canyon Community Pk. 29355 Grand Avenue	Monday-Sunday and all Holidays	Lock (1) Gates Monday-Sunday and all Holidays	\$570.43
7.	McVicker Canyon Skate Pk. 29355 Grand Avenue	Monday-Sunday and all Holidays	Lock (1) Gates Monday-Sunday and all Holidays	\$570.43
8.	Rosetta Canyon Community Park and Rosetta Office 39423 Ardenwood Way	Monday-Sunday and all Holidays	Lock (1) Gates Monday-Sunday and all Holidays	\$570.43
9.	Rosetta Sports Park 44419 Ardenwood Way	Monday-Sunday and all Holidays	Lock (2) Gates Monday-Sunday and all Holidays	\$1140.86
10.	Serenity Park 19685 Palomar Street @ Silverwood Drive	Monday-Sunday and all Holidays	Lock (1) Gate Monday-Sunday and all Holidays	\$570.43
11.	Summerhill Park 31613 Canyon Estates Dr.	Monday-Sunday and all Holidays	Lock (1) Gates Monday-Sunday and all Holidays	\$570.43

12.	Summerlake Park 900 W. Broadway	Monday-Sunday and all Holidays		\$570.43
13.	Summerly Park 18505 Malaga	Monday-Sunday and all Holidays	Lock (1) Gates Monday-Sunday and all Holidays	\$570.43
14.	Swick & Match Park Concession Stand 402 Limited Street	Monday-Sunday and all Holidays	Lock (1) Gates Monday-Sunday and all Holidays	\$550.43
15.	Swick & Match Park Ballfield 402 Limited Street	Monday-Sunday and all Holidays		\$162.61
16.	Tuscany Hills Park 30 Summerhill Drive	Monday-Sunday and all Holidays	Lock (3) Gates Monday-Sunday and all Holidays	\$570.43
17.	Yarborough Park 419 N. Poe Street	Monday-Sunday and all Holidays		\$570.43
18.	Seaport Boat Launch 500 W. Lakeshore Drive	Monday-Sunday and all Holidays	Lock (2) Gate Monday-Sunday and all Holidays	\$570.43
19.	Christensen Park 36300 Piedmont Dr.	Monday-Sunday and all Holidays	Lock (1) Gate Monday-Sunday and all Holidays	\$570.43

MONTHLY COST PROPOSAL TOTAL

Alternate 'A' Bid with consumables included

Total Amount of Base Bid in NUMBERS: \$ 11180.51

Total Amount of Base Bid in WORDS: eleven thousand one hundred eighty dls. and fifty one cents

Alternate 'B' Bid

Total Amount of Base Bid in NUMBERS: \$

Total Amount of Base Bid in WORDS:

SERVICE	UNIT	COST
Wash and polish light fixtures, lamps, and reflectors	Per Fixture	\$14.00
Machine carpet cleaning, other than scheduled requirement	Per Sq. Ft	\$0.35
Special Event Cleaning of one Meeting Room at Cultural Center	Per Event	\$42.34
Special Event Cleaning of the Kitchen at Lake Community Center	Per Event	\$150.00
Special Event Cleaning at Senior Center	Per Event	\$150.00
Labor for On-Call Services (Day) 8 a.m. – 5 p.m.	Per Hour	\$42.34
Labor for On-Call Services (Evening/Night) 5 p.m. – 8 a.m.	Per Hour	\$42.34
Labor for On-Call Services Holidays	Per Hour	\$42.34

INFORMATION ON CONTRACTOR/STATEMENT OF EXPERIENCE

The Contractor is required to supply the following information. Additional sheets may be attached, if necessary. The Contractor shall furnish references and other information sufficiently comprehensive to permit an appraisal of his ability to provide the City with quality service.

Submitted by:

☐ Corporation
☐ Partnership
☒ Individual
☐ Joint Venture

If a corporation, organized under the laws of what state?

Address of Principal Office: 40974 Bankhall st. Lake Elsinore, CA, 92532

Telephone: 951-387-0051

Web Site: alvarezenterpriseservices.com

The signatory of the Statement guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to accurately complete this Statement, or the making of any false statement therein, may render a Proposal non-responsive at the sole discretion of the Director of

Administrative Services. All portions must be completed. Contractors who do not thoroughly complete and return this form will be deemed non-responsive and will be excluded from submitting a Proposal.

1. How many years has your firm been in business under its present business name?

2. 9 years

3. Please list all other or former names under which your firm has operated.

n/a

4. How many years of similar janitorial services experience does your firm have?

34 years

5. On a separate piece of paper, please list at least five public agencies that your firm has performed janitorial services for within the past five years. If you have not performed service for four public agencies, list at least four references, including all public agencies for which you have performed service. Provide the following information for each reference:

<u>Dates</u> <u>Worked</u>	<u>Type of</u> <u>Work</u>	<u>Contract</u> <u>Amount</u>	<u>Location</u> <u>of Work</u>	<u>Contact Person</u> <u>(Name and Phone No.)</u>
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5. Have you, your firm, or any officer or partner thereof, ever failed to complete a janitorial service contract? ☐ Yes ☒ No

If yes, give details, including dates: (Use another sheet of paper, if necessary)

6. Has your firm ever been assessed damages or penalties for failing to perform janitorial services in a satisfactory manner or for failing to complete a contract within the scope of work specified in the contract documents?

☐ Yes ☒ No If yes, give details:

7. In what other lines of business do you, your firm, or any partner thereof have a financial interest?

8. Use additional paper if needed to describe the janitorial services/maintenance experience of the principal individuals in your firm by furnishing the following information:

Individual's Name: Adan Alvarez

Present Position or Office Held in Your Organization: Manager

Years of Janitorial Service Experience: 32

Magnitude and Type of Work: Many work sites

In What Capacity? Orange, Los Angeles, Riverside counties \$5.43

9. Use additional paper if needed to describe the janitorial services/maintenance experience of the individual in your firm who will act as the Contract Supervisor for the Agreement by furnishing the following information:

Individual's Name: Erik Alvarez

Present Position or Office Held in Your Organization: Manager

Years of Janitorial Service Experience: 9 years

Magnitude and Type of Work: worked in many job sites and projects

In What Capacity? Across the Riverside County

Use additional paper if needed to describe the janitorial services/maintenance experience of the individual in your firm who will act as the Contract Supervisor for the Agreement by furnishing the following information:

Individual's Name: Laura Reyes

Present Position or Office Held in Your Organization: Janitor / lead

Years of Janitorial Service Experience: 7 years

Magnitude and Type of Work: worked in many job sites and projects

In What Capacity? Across the Riverside county

Use additional paper if needed to describe the janitorial services/maintenance experience of the individual in your firm who will act as the Contract Supervisor for the Agreement by furnishing the following information:

Individual's Name: Madeiny Arroyo

Present Position or Office Held in Your Organization: Janitor / lead

Years of Janitorial Service Experience: 4 years

Magnitude and Type of Work: worked in many job sites and projects

In What Capacity? Across the Riverside County

Use additional paper if needed to describe the janitorial services/maintenance experience of the individual in your firm who will act as the Contract Supervisor for the Agreement by furnishing the following information:

10. Does your firm have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code, or other laws? ☐ Yes ☒ No If yes, please explain:
11. Does your firm have any outstanding judgments, demands or liens resulting from violations of the Business and Professions Code, the State Labor Code, Civil or Criminal decisions?:
☐ Yes ☒ No If yes, please explain:
12. Has your firm been cited for violations of OSHA Standards and Requirements within the past five (5) years? ☐ Yes ☒ No If yes, please explain:
13. Person who inspected the City's facilities on behalf of your firm:

Name and Title: Fidel Alvarez

Date(s) Inspected: 9/23/2023

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was subscribed at (location):

Lake Elsinore, State of California on

9-28-2023.

(Date)

(Individual, Partner, or Officer must sign here)

Fidel Alvarez

City of Lake Elsinore – Preferred Product List

[illegible]

REQUEST FOR PROPOSALS (RFP) FACILITIES JANITORIAL SERVICES



Prepared for

**CITY OF LAKE ELSINORE
Public Works Department
130 S. Main Street
Lake Elsinore, California, 92530**

Prepared by

Fidel Alvarez

Alvarez Enterprise Services

40974 Bankhall St, Lake Elsinore CA, 92532

951-387-0051

ffidel@hotmail.com

Submitted on

9/28/2023

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Mission Statement

The business world is extremely fast paced because, as the saying goes, time is money. Unfortunately, because of this mind-set we have lost some of the most important aspects of human interaction. That is why at Alvarez Enterprise Services makes the time for our clients. We want our clients to know that when you deal with our company it is not business as usual. We take the time necessary not only to get the job done, but also to get to know our clients and provide them with an atmosphere conducive to their needs. We encourage our clients to speak freely with us so that we can make sure that their expectations are met and exceeded.

List of Representative Projects & References

We have provided excellent service to different customers in the following areas:

- Commercial and Residential cleaning
- Post-construction cleanup
- Deep cleaning
- Window cleaning/washing
- Pressure Washing
- Carpet cleaning
- Floor Striping and Waxing
- Graffiti Removal (Providing this Service to EVMWD)

We count within our clientele entities as:

Elsinore Valley Municipal Water District

Daryl Conner	951-258-9316	aconner@evmwd.net
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J. Lewis & Associates

Robin Lewis	951-329-0379	Robynlewis@jlewislaw.com
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ProWall Painting

Travis Campbell	951-818-2245	traviscampbell@prowallpainting.com
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Grace Point Nazarene Church

Pastor Juan Castro	909-210-1251	info@gracept.org
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Esparza Realty

Alejandro Guerrero	562-810-6200	aaalex71@hotmail.com
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Understanding of Project and Project Approach

Alvarez Enterprise Services is pleased to present to CITY OF LAKE ELSINORE with this proposal for Janitorial Services. We understand the fast and efficient cleaning needs that CITY OF LAKE ELSINORE are faced with and recognize the unique opportunity to provide you with professional cleaning services.

Having duly examined your requirements, we are confident that our proposed services will effectively meet your cleaning and sanitizing needs as stated in RFP/ BID 2019

Our goals is to provide excellent janitorial services that does not only clean for appearance that most traditional cleaning services use, but to provide a service that reduces the spread of illness caused by germs in the place where people work and to complete this tasks in a daily basis.

Facilities included are:

All city Parks

Lakepoint Park	420 E. Lakeshore Dr.
McVicker Park Upper 1	29355 Grand Avenue
McVicker Park Lower 1	29355 Grand Avenue
Summerly Park	18505 Malaga
Summerhill Park	31613 Canyon Estates Dr.
Summerlake Park	900 W. Broadway
Swick-Matich Park Ballfield 1	402 Limited Street
Swick-Matich Park Concession 1	402 Limited Street
Tuscany Hills Park	30 Summerhill Drive
Yarborough Park	419 N. Poe St.
Machado Park	15150 Joy St.
Creekside Park	32000 Lost Rd.
Alberhill Park	28200 Lake St.
Rosetta Park 1	39423 Ardenwood Way
Rosetta Sports Park 1	44419 Ardenwood Way
Seaport Boat Launch	500 West Lakeshore Dr.
Serenity Park	19685 Palomar St. at Silverwood Dr.
Christensen Park	36300 Piedmont Dr.
Canyon Hills Park	34360 Canyon Hills Road

By availing yourself to our services **City of Lake Elsinore** will:

- Have access to high quality professional cleaning services
- Enjoy friendly service, reliable quality, and communication that is second to none
- Have access to janitorial services that has been proved to eliminate the spread of infections virus and bacteria plus a clean feeling appearance.
- Enjoy clean looking office
- Clean looking carpets and shiny floors performed by the latest technology on cleaning equipment
- We always comply to our customer's requirements

The intent of this specification is to ensure a High Standard of Janitorial service for "City of Lake Elsinore"

DAILY SERVICE

- Sweep and mop all hard-surfaced floors.
- Empty all waste containers and place trash in pick- up areas.
- Spot clean door and partition glass.
- Remove smudges from doors, door frames, and counters.
- Replace wastebasket liners as necessary.
- Clean flat surfaces, countertops.
- Wipe clean and sanitize all banisters with disinfectant.

WHY CHOOSE ALVAREZ ENTERPRISE SERVICES

Benefits of proposed plan

When comparing our capabilities and proposed solution to that of the competitors, the benefits of choosing Alvarez Enterprise Services are:

- Trusted and professional
- Many Years of Experience
- Available as early as tomorrow
- Friendly, 24/7 customer service
- We are a local company
- Satisfaction guaranteed

Competitive Advantage

The following are competitive advantages that differentiate Alvarez Enterprise Services from other providers:

- **Expertise and Stability:** high knowledgeable workforce, skilled Personnel, technological skill, power house solution, high level standard and stability.
- **Technology:** Performance, flexibility, scalability, reliability.
- **History of Success:** 29 years in the business, successful track record, adaptability, loyal client base.
- **We are a local company**
- **Customer Service:** first class customer support, 24/7 support, client input.

Personnel

Founded in 1993 by Fidel Alvarez, and now known as **Alvarez Enterprise Services**, (www.alvarezenterpriseservices.com) the company offers professional janitorial services. Our service is known for professionalism and integrity. We have been successful in the industry and notably in providing quality service always.

The following is our management team:

Fidel Alvarez	30 Years of Experience	Service and Management
Adan Alvarez	28 Years of Experience	Service and Management
Erik Alvarez	5 Years of Experience	Service and Management
Laura Reyes	3 Years of Experience	Service / Supervisor

Alvarez Enterprise Services currently employs people in different cities in southern California. If contract gets awarded to us, we plan to provide you with **4** people for the bathroom cleaning in parks.

All employees have experience serving facilities big and small and had proved to be great in the following areas:

Regular Cleaning & Maintenance, Full Detailing, Post construction and deep cleaning, window washing, floor waxing and carpet cleaning to commercial and residential customers.

**Names of employees to service your facilities will be provided at later date*

COST PROPOSAL / COST BREAKDOWN

Based on our analysis of your needs and the nature of our proposed solution, the total monthly funds required are estimated at:

<i>Cost Element</i>	<i>Monthly Amount</i>
Monthly charge for all city parks	\$11180.51
Yearly charge for all city parks	\$134166.12
Monthly price includes all consumables and equipment.	

Due to minimum wage increase in California the monthly charge for each year will change to comply with state regulations

PAYMENT TERMS

This proposal provides an estimate of total costs. All amounts exceeding this quotation are subject to the approval of the City of Lake Elsinore.

The above charges are a total figure including wages, cleaning supplies and equipment, payroll taxes, insurance, vacation, health and welfare, and supervision costs.

There may be an extra charge of 3% for debit card payments.

SPECIAL SERVICES UPON REQUEST AT A SEPARATE PRICE.

Carpet cleaning / steam / Shampoo

Floor stripping and waxing

Window washing interior and exterior

Day Porter Service

Pressure wash - sidewalks- entrances – walls

Graffiti Removal

CONCLUSION

Alvarez Enterprise Services is confident that our proposed professional cleaning service strategies will successfully address your cleaning needs. We sincerely hope that **City of Lake Elsinore** will consider us as a long term partner and allow us to enter into a mutual beneficial relationship. We are available to answer any questions you may have and look forward to discuss this opportunity further.

After reviewing this document, the following steps should be performed in order to come to a final agreement.

- Submission of questions/suggestions
- Counter proposal or approval
- Negotiation of fees, terms, clauses and conditions

We declare the offer to be binding and free of errors or omissions. Due diligence has been performed in order to ensure compliance with your requirements and particular situation. We agreed to hold our proposal open for acceptance.

Thank you for your interest in our Business

Sincerely



Fidel Alvarez

Alvarez Enterprise Services - 951-387-0051