## AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND KARLA'S JANITORIAL & SUPPLIERS, LLC

#### Request For Proposal (RFP) for Janitorial Services at the Salinas Municipal Airport

**THIS AGREEMENT** is executed this th day of June, 2023, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and Karla's Janitorial & Suppliers, a (hereinafter "Contractor").

#### IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. <u>Scope</u>. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Clean and disinfect restrooms, dust, mop floors, empty waste receptacles, refill soap and paper products dispenser. Scope of work is further discussed in Janitorial Services at Salinas Municipal Airport Request for Proposal or Solicitation, <u>Attachment B</u> and Contractor's Proposal dated 04/10/23, <u>Attachment C</u>.
- 2. <u>Timeliness</u>. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
- 3. <u>Term.</u> The work under this Agreement shall commence September 1, 2023, and shall be completed by August 31, 2026 unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended for two additional one-year periods upon the mutual written consent of the parties.
- 4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Three Thousand Fifty Dollars (\$3,050.00) per month, as more fully described in title of Contractors fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
- 5. <u>Meet & Confer.</u> Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
- 6. <u>Insurance</u>. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
- 7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

- 8. <u>Licensing</u>. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
- 9. <u>Termination</u>. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
- 10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
- 11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
- 12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
- 13. <u>Validity</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 14. <u>Counterparts</u>. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
- 15. <u>Laws.</u> Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations, including those outlined in the <u>Attachment D.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS	
Steve Carrigan	
City Manager	
APPROVED AS TO FORM:	
Christopher A. Callihan, City Attorney, or Rhonda Combs, Assistant City Attorney	
CONTRACTOR	
By (Printed Name):	•
Its (Title):	_

#### **Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf

of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
- 4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

#### Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

### Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Attachment B**

#### **CITY OF SALINAS**

## REQUEST FOR PROPOSALS (RFP)

#### FOR JANITORIAL SERVICES

## AT THE SALINAS MUNICIPAL AIRPORT

Non-Mandatory Pre-Submittal Meeting: Wednesday, April 5, 2023, at 2:00 p.m.

Proposals Due by: April 25, 2023, by 3:00 p.m.





Salinas Municipal Airport 342 Airport Blvd. Salinas, CA 93905

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#### I. NOTICE INVITING BIDS

The City of Salinas is soliciting proposals from a qualified and responsible companies or individuals to provide professional janitorial services, at the Salinas Municipal Airport in Salinas, California for a period of three (3) years and two (2) possible one-year extensions.

Any questions should be directed to Earl Paisant, Airport Operations Supervisor (Designee) at 831.758.7214 or email at <a href="mailto:earlp@ci.salinas.ca.us">earlp@ci.salinas.ca.us</a>. The project/contract consist of general janitorial services, which will provide necessary routine cleaning services as well as occasional special cleaning services.

Levels of service required are outlined in Scope of Services. Deadline for Receipt of Proposals is **April 25, 2023, by 3:00 p.m. local time**. The Salinas Municipal Airport (KSNS) is operated under the jurisdiction of the City of Salinas.

All contractors are required to register as a "Prospective Bidder" for this project on Planet Bids Vendor Portal website when submitting a proposal and shall maintain their status as "Bidder" throughout the RFP process: Contractors that fail to do so shall be disqualified. Only registered "Prospective Bidders" for this RFP will automatically receive updates, notification, and addenda when issued; However, it is the contractor responsibility to ensure that the forgone have been received.

Contractors can register as a "Prospective Bidder" in one of two ways:

- 1. For FREE through Planet Bids Vendor Portal for the City of Salinas at https://www.planetbids.com?portal.cfm?CompanyID=22949,
- 2. Directly via Planet Bids' website for a FEE at <a href="https://vendorline.com/register">https://vendorline.com/register</a> and sign up for City of Salinas' bid opportunities.

For assistance in downloading the documents, contact Planet Bids online or calling 818-992-1771.

#### II. OVERVIEW AND GENERAL CONDITIONS

The following information is set forth to aid prospective companies or individuals in gaining an understanding of the proposal requirements and procedures. It is the responsibility of each company or individual to review all of the documents and make such further investigation as is necessary to assure full understanding of the nature of this request, its requirements, and procedures. All information and specifications concerning submittal of proposals may be obtained from the Salinas Municipal Airport office located at 342 Airport Blvd, Salinas, California 93905, during regular business hours by calling 831.758.7214.

Through a combination of proposal review and conference, including the possibility for interviews or individual meetings, the City will seek to identify the most qualified professional and responsible company or individual that will best meet the needs of the City. It is expected that the company or individual selected through this process will provide the City of Salinas an efficient, customer-centric approach to meeting the City's janitorial needs.

#### A. Schedule

The schedule and dates below are subject to change. The dates below are intended to provide all Proposers an estimated time frame for Receipt of Proposals and the selection process.

Advertise Request for Proposal: March 28, 2023 Non-Mandatory Pre-Proposal Meeting April 5, 2023

Deadline to Submit Questions April 12, 2023

Responses to Questions Posted on Web April 18, 2023

Request for Proposal Due Date: April 25, 2023

Review of Proposals and Property Assessments: April 27, 2023

Final Selection: May 1, 2023

Airport Commission Recommendation: May 25, 2023

City Council Approval: June 2023 Contract work begins: August 1, 2023

#### **B.** General Conditions

#### 1. Requests for Interpretation or Clarification

If any prospective Proposer finds discrepancies or omissions or there is doubt as to the true meaning of any part of the RFP, a written request for a clarification or interpretation must be submitted in writing, addressed to the designee at the address listed on the cover of this RFP. E-mail requests for interpretations will also be accepted for this project at <a href="mailto:earlp@ci.salinas.ca.us">earlp@ci.salinas.ca.us</a>. It is the responsibility of the Proposer to verify the City has received the written or email request. To be given consideration, such requests must be received at least ten (10) business days prior to the due date set for the submission of submittals. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on the City website no less than 7 calendar days prior to the date fixed for the deadline for Submittals. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation contained therein. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the City of Salinas not less than ten (10) business days prior to the Submittal deadline.

#### 3. Standard City Agreement for Services

A sample Standard City Agreement for Services, attached as Attachment "5", which includes City insurance requirements, etc., is attached for reference. This Exhibit does not need to be submitted with the response to the RFP.

#### 4. Withdrawal of Proposal

Any Proposer will be allowed to withdraw his or her Proposal prior to the Deadline for Receipt of Proposals. Should a Proposer wish to withdraw his or her Proposal once it has been submitted, the Proposer shall send a notice to the City, IN WRITING, requesting that the Proposal be withdrawn and the justification of an error or omission in the proposal.

#### 5. Rejection of Submittals

The RFP shall in no manner be construed as a commitment on the part of the City to award

a contract. The City of Salinas reserves the right to reject any or all submittals; to waive minor irregularities in the RFP process or in the responses thereto; to re-advertise this RFP; to postpone or cancel this process; and to change or modify the RFP schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's submittal:

- a. Submission of more than one (1) submittal by an individual, Proposer, partnership, or corporation under the same or different names.
- b. Submission of an incomplete submittal.
- c. Proposer's failure to satisfactorily perform any present or previous obligation to the City.
- d. Any other conduct or circumstance which by law requires rejection of a submittal.
- e. To ensure fairness, the City will not accommodate meetings, discussions, or site visits during the advertised period, except for the pre-proposal meeting, written questions, and request for clarification. Contact with City Staff or representatives during the advertised period, with the exception of the pre-proposal meeting, written communications, and requests for clarifications with the primary purpose of information gathering to the RFP, may disqualify a Proposer from consideration.
- f. Proposers which are submitting as a prime contractor will not be allowed to submit as a sub-contractor in other joint submittals.
- g. The planning component and airport engineering design and construction management services component must be separate Proposers. A Proposer cannot submit as both planning and engineering design/construction management.

#### 6. Cost of Preparation

The cost of preparing a submittal to this RFP shall be borne entirely by the Proposer.

#### 7. RFP Compliance

It is the responsibility of each Proposer to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its submittal and subsequent performance, operation, and management pursuant to the Agreement. Any data furnished by the City is for informational purposes only and is not warranted. Proposer's use of any such information shall be at Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Proposer from fully complying with this RFP. Submittals submitted early by Proposers may be withdrawn or modified prior to the Submittal deadline. Such requests must be in writing. Modifications received after the Submittal deadline will not be considered.

#### 8. Warranty

The Proposer warrants that the Submittal is not made in the interest of or on behalf of any undisclosed party; that the Proposer has not, directly or indirectly, induced any other Proposer to submit a false Submittal; or that Proposer has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

#### 9. Collusion

Submittals may be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in any future submittals for the operation of any concession for the next six (6) months following the date of the Submittal submission.

#### 10. Hold Harmless

The Proposer hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses, or lawsuits as a result of the Proposer's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Proposer further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Proposer has or may have against the City, its agents or employees, arising out of or in any way connected with the Proposer's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

#### 11. Conflicts of Interest

The City of Salinas may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Salinas is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Salinas further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this contract on behalf of the City of Salinas from any other party to the contract, arising as a result of this contract.

#### 12. Records and Financial Data

All correspondence with the City, including responses to this Request for Proposals, will become the exclusive property of the City, and will become public records under the California Public Records Act. All documents submitted in response to this Request for Proposals will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. During the selection process, until a Proposer is selected the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that information may not remain private

and may be publicly disclosed.

#### 13. Insurance Requirements

Prior to commencement of operation, the successful Proposer shall procure and maintain insurance as specified by the City for all activities to be conducted by the Proposer.

#### 14. Binding Offer

A Proposer's submittal shall remain valid for a period of one hundred eighty (180) days following the Submittal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a submittal shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of the RFP.

#### 15. Compliance

Proposer shall comply with all local, State and Federal directives, orders, and laws as applicable to this submittal and subsequent agreement including completion of Company's work.

#### 16. Governance

If any of the language or information in this Submittal conflicts with language in the Agreement as prepared by the City of Salinas, the language of the final Agreement, as executed, will govern.

#### 17. Public Disclosure

All Submittals and other materials or documents submitted by Proposer in response to this RFP will become the property of the City of Salinas and will not be released to the public until after the selection or rejection of any or all submittals.

#### SALINAS MUNICIPAL AIRPORT SCOPE OF SERVICES

#### **Point of Contact:**

Earl Paisant Airport Operations Supervisor 831.758.7214

Email: earlp@ci.salinas.ca.us

#### TERMINAL BUILDING 30 Mortensen Avenue

Approximately 1,630 Square Feet consisting of lobby area and restrooms.

Normal Operating Hours: Seven days a week Monday thru Friday: 8:00 am. to 5:00 pm. Saturday and Sunday: 8:00 am to 4:00 pm.

Days of Service:

- Restrooms: Seven Days a Week
- Lobby: Seven Days a Week

#### **Daily Services**

Restrooms (Seven Days a Week)

- Empty all wastepaper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- Clean and disinfect washbasins, toilet bowls, and urinals.
- Disinfect underside and tops of toilets.
- Damp mop floors with germicidal solution.
- Clean all dispensers, mirrors, doors, tile walls, and partitions.
- Refill soap, towel, tissue, and seat cover dispensers.

#### Lobby (Seven Days a Week)

- Dust lobby furniture and counter tops.
- Empty all waste baskets replace liners as needed.
- Spot-clean walls, glass/wood doors, and doorframes.
- Sweep and dust mop vinyl floors and stairs.
- Damp mop vinyl floors and stairs with nonabrasive solution (Three Days a Week and Spot Clean as needed).
- Vacuum door mats.
- Clean/disinfect drinking fountain.

#### **Weekly Services**

#### Restrooms

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean ledges and windowsills.

#### Lobby

- Dust windowsills, picture frames, and clean/disinfect handrails.
- Empties recycle containers into the correct recycle bins.
- Wipe down furniture with neutral cleaner.

#### **Quarterly Services:**

Contractor to give the City of Salinas a minimum of ten (10) day advance notice before
performing any quarterly services. All quarterly services to be performed outside of normal
operation of City facilities. In no event shall services interrupt normal activities at City
facilities.

#### Restrooms

- Machine scrub or scrub tile floors.
- Clean all windows surfaces inside/outside and exhaust fans cover.

#### Lobby

• Clean all windows surfaces inside/outside and air supply vents.

- Dust fire suppression lines and remove cobwebs inside and outside.
- Machine scrub or scrub vinyl floor with nonabrasive solution.

#### 240 Building, 240 Mortensen Avenue

Approximately 1,235 Square Feet consisting of lobby, breakroom, and restrooms areas.

Normal Operating Hours: Monday thru Friday, 8:00 am. to 5:00 pm.

#### Days of Service:

- Restrooms: Three days a Week. Monday, Wednesday, Saturday.
- Lobby: Three days a Week. Monday, Wednesday, Saturday.
- Breakroom: Three days a Week. Monday, Wednesday, Saturday.

#### **Daily Services**

Restrooms (Three Days a Week)

- Empty all wastepaper receptacles and replace liners as needed.
- Clean and disinfect washbasins and toilet bowl.
- Disinfect underside and tops of toilets.
- Damp mop floors with germicidal solution.
- Clean all dispensers, mirrors, doors, and vinyl walls.
- Refill soap, tissue, and seat cover dispensers.

#### Lobby (Three Days a Week)

- Dust lobby furniture and counter tops.
- Spot-clean glass doors and doorframes.
- Vacuum carpet and door mats.

#### Breakroom (Three Days a Week)

- Empty all wastepaper receptacles and replace liners as needed.
- Sweep and dust mop all linoleum floors.
- Damp mop linoleum floors.
- Clean/disinfect kitchen sink and counter.
- Refill towel dispensers.

#### **Weekly Services**

#### Lobby

• Dust windowsills, picture frames, and clean/disinfect handrails.

#### Breakroom

- Inspect towel dispenser and change batteries if needed.
- Empties recycle containers into the correct recycle bins.

#### **Quarterly Services**

Contractor to give the City of Salinas a minimum of ten (10) day advance notice before
performing any quarterly services. All quarterly services to be performed outside of normal
operation of City facilities. In no event shall services interrupt normal activities at City
facilities.

#### Restrooms

- Clean exhaust fans cover
- Machine scrub or scrub linoleum floor.

#### Lobby

• Clean all windows surfaces inside/outside, air supply vents, and dust blinds.

#### Breakroom

• Machine scrub or scrub linoleum floor.

#### **Semiannual Services**

Contractor to give the City of Salinas a minimum of ten (10) day advance notice before
performing any semiannual services. All semiannual services to be performed outside of
normal operation of City facilities. In no event shall services interrupt normal activities at
City facilities.

#### Lobby

Shampoo or steam clean carpet and door mats.

#### SOUTHSIDE RESTROOMS, 1545 &1595 Moffett Street

Approximately 256 square feet consisting of restrooms.

Normal Operating Hours: 24 hours

#### Days of Service:

• Restrooms: Monday, Wednesday, Saturday.

#### **Daily Services**

Restrooms (Three Days a Week)

- Empty all wastepaper receptacles and replace liners as needed.
- Empty any other waste receptacles in restrooms.
- Clean and disinfect washbasins and toilet bowl.
- Disinfect underside and tops of toilets.
- Damp mop floors with germicidal solution.
- Clean all dispensers, mirrors, doors, and tile walls.
- Refill soap, towel, tissue, and seat cover dispensers.

#### **Weekly Services**

Restrooms

- Inspect towel dispenser and automatic air freshener change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.

#### **Quarterly Services**

• Contractor to give the City of Salinas a minimum of ten (10) day advance notice before performing any quarterly services. All quarterly services to be performed outside of normal operation of City facilities. In no event shall services interrupt normal activities at City facilities.

#### Restrooms

- Clean all window surfaces inside/outside and exhaust fans cover.
- Machine scrub or scrub linoleum/tile floors.

#### Airport Office, 342 Airport Boulevard

Approximately 2,400 Square Feet consisting of lobby area, conference room, breakroom, restrooms, and general office space.

Normal Operating Hours: Monday thru Friday, 8:00 am. to 5:00 pm.

Days of Service: Two days a Week

• Tuesday and Thursday

#### Restrooms

- Empty all wastepaper receptacles and replace liners as needed.
- Clean and disinfect washbasins, toilet bowls, and urinals.
- Disinfect underside and tops of toilets.
- Damp mop floors with germicidal solution.
- Clean all dispensers, mirrors, doors, tile walls, and partitions.
- Refill soap, towel, tissue, and seat cover dispensers.

#### Office

- Clean/Disinfect counter tops (front office-public counters), doorknobs, desks, keyboards, phones, etc.
- Empty all waste baskets and replace liners as needed.
- Spot-clean walls and doors only as needed.
- Clean/disinfect kitchen sink and counter.
- Damp mop vinyl/linoleum floors with nonabrasive solution.
- Clean glass doors (entrance, conference room, and Manager's office).
- Vacuum carpet and door mats.

#### **Weekly Services**

#### Restrooms

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean ledges.

#### Offices

- Dust office furniture, counter tops, ledges, windowsills, picture frames, telephones, etc.
- Empty shredders and recycle containers into the correct recycle bins.

#### **Quarterly Services:**

• Contractor to give the City of Salinas a minimum of ten (10) day advance notice before performing any quarterly services. All quarterly services to be performed outside of normal operation of City facilities. In no event shall services interrupt normal activities at City facilities.

#### Restrooms

- Machine scrub or scrub tile floors. Machine scrub or scrub shower wall and floor.
- Clean all windows surfaces inside/outside and exhaust fans cover.

#### Offices

- Clean all windows surfaces inside/outside, air supply vents and dust blinds.
- Machine scrub or scrub vinyl/linoleum floor with nonabrasive solution.

#### **Semiannual Services**

Contractor to give the City of Salinas a minimum of ten (10) day advance notice before
performing any semiannual services. All semiannual services to be performed outside of
normal operation of City facilities. In no event shall services interrupt normal activities at
City facilities.

#### Offices

• Shampoo or steam clean carpet and door mats.

#### I. PROPOSAL INSTRUCTIONS

#### a. Proposal Requirements

Proposal must contain the following:

- 1. Company name, primary contact name and information, including phone, address, and email.
- 2. Cost of Services.
- 3. Local Business Declaration.
- 4. Resume of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.
- 5. A signed Proposal Form that is included as Attachment "4" in this RFP.

#### b. Proposal Submittal Requirements

Proposers are advised to carefully follow the instructions listed below in order to be considered

fully responsive to this RFP. Submittals sent by facsimile (FAX) or electronic mail will **NOT** be accepted. Any Submittal received after 3:00 p.m. on April 25, 2023, shall be deemed unresponsive and will be returned to Proposer unopened. Proposer shall carefully review and address all of the evaluation factors previously outlined in this RFP as well as responding to all questions contained herein. In order to be considered, Proposer must be able to demonstrate that it meets the minimum qualifications established in the RFP and has the resources, both staff and financial, to satisfactorily meet the requirements of this RFP.

- 1. Number of Submittals One (1) Original (clearly marked "ORIGINAL"). All submittals shall be marked as SALINAS AIRPORT RFP JANITORIAL SERVICES. The maximum size of the submittals, including all attachments, diagrams, or other information shall not exceed ten (10) pages.
- **2.** *Delivery of Submittals* The delivery of the submittal to the City of Salinas prior to the deadline is solely and strictly the responsibility of the Proposer. **The delivery deadline is April 25, 2023, at 3:00 p.m. local time**. The City of Salinas will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.

Hand Delivery: City of Salinas

Attn: Airport Manager 342 Airport Blvd. Salinas, CA 93905

Mail or Courier Delivery: City of Salinas

Attn: Airport Manager 342 Airport Blvd. Salinas, CA 93905

#### 3. Non-Mandatory Pre-Proposal Meeting

A pre-proposal meeting (Non-Mandatory) will be held at 342 Airport Blvd, on **April 5**, **2023**, **at 2:00pm**, which will include a site tour. To ensure fairness, the City will not accommodate meetings, discussions, or site visits during the advertised period, except for the pre-proposal meeting, written questions, and requests for clarification. Contact with City Staff or representatives during the advertised period, with the exception of the pre-proposal meeting, written communications, and requests for clarifications with the primary purpose of information gathering to the RFP, may disqualify a Proposer from consideration.

#### 4. Opening

All submittals will be opened and evaluated, after the published *Submittal deadline of 3:00 p.m. on April 25, 2023*, at the Salinas Municipal Airport, 342 Airport Blvd., Salinas, CA 93905. See Section I, Paragraph C 2, Evaluation and Selection Process, for further information.

a. Receipt of Proposals - Proposals shall not be opened publicly.

#### 5. Supplemental Information

The City of Salinas reserves the right to request any supplementary information it deems necessary to evaluate Proposer's experience or qualifications. This may include supplemental financial information, interview(s) and/or additional presentations by the Proposer.

#### c. Selection Requirements

#### 1. Short-List Selection and Best and Final Offer

The City reserves the right to do a short-list of the top-scoring proposals submitted. Should the City elect to perform a short-list selection, followed by Best and Final Offers, no more than three (3) proposals will be selected for the short-list. Should the City choose NOT to perform a short-list selection, selection will be made based on the original Proposals submitted.

#### 2. Scoring and Evaluation

Selection of the most qualified and responsible company or individual will be based on Pricing, Declaration of Local Business, Reference Check, and Completion of all Submittal pages.

The following criteria will be considered, although not exclusively, in determining which firm is hired:

1	Experience	10 Points
2	References	10 Points
3	Cost	70 Points
4	Local Business	10 Points
	Total	100 Points

The contract will be awarded to the most responsive and responsible proposal with consideration of total contractual costs. At the City's discretion, companies submitting proposals may be asked to interview with City Staff to clarify work plans and to ensure the contractor has a complete understanding of City expectations.

#### d. Award of Contracts

Award, if any, shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the City in relation to the operation of the Salinas Municipal Airport, taking into consideration price and compliance with the requirements and preferences in this RFP. The City shall award the contract(s) to the best qualified company

for a period of three (3) years with the City's sole option to renew the contract(s) for an additional (2) Two – one-year contracts. Contractor prices stated in **Attachment 1- Cost of Services** shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

#### II. SPECIFICATIONS

#### I. GENERAL PROVISIONS

- **A.** The contractor shall furnish all labor, equipment, and other services necessary for the complete janitorial service in accordance with these specifications and provisions of the contract(s) for janitorial services to the Salinas Municipal Airport as outlined in Scope of Services.
- **B.** The contractor shall furnish all supplies, cleaning tools, and necessary equipment for the proper performance of the janitorial service. Supplies and materials include, but are not limited to; vacuum cleaners, buffers, brooms, brushes, dust clothes, mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polishes, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The contractor is responsible for providing the City a copy of all Safety Data Sheets for all products used.
- **C.** The City shall furnish all consumable products such as toilet paper, paper towels, seat covers, can liners, urinal screens, aerosol deodorizer, and restroom hand soap. The City shall provide two sets of the necessary facility keys and a small storage area for the storage of consumable products. Supplies will be inventoried and provided on a weekly basis to custodial storage room.

All individuals performing on the project must clear a criminal background check.

**D.** The contractor shall establish effective communication channels to allow daily communication between City staff and the responsible contractor staff. The contractor or his/her designee will be available for weekly/monthly evaluations of services provided by the contractor. In an effort to allow maximum effective communication between the City and contractor, the City requires a contractor's site supervisor and at least one of the contractor's staff who is on duty at all times must speak, read, and write fluent English. Children, friends, family, or other persons not directly employed by the contractor are strictly prohibited from City's premises.

Weekly meetings between the Airports Operations Supervisor, or his designee, and the contractor's project supervisor will be required.

**E.** The starting time for any and all janitorial services shall be no earlier than 5:00 pm and completed no later than 7:00 am. Janitorial services is required daily including recognize holidays. If work is scheduled in the morning, all facilities must be open to

the public by 8:00 am without notices, hindrances, or possible hazards. Time allowances may be made for special monthly, quarterly, bi-annual, and annual services; the contractor must make arrangements with the Airports Operations Supervisor or their designees to set any unusual schedules.

The contractor to work with the City staff in order to schedule Semi-annual service a year in advance.

- **F.** The City reserves the right to back charge the contractor for services not performed. If services are not performed as per the contract or schedule submitted, after two (2) days' notice to contractor of failure to perform, the City may then contract out the service and back charge the contractor for cost plus 15%. If the situation persists, and the contractor is unable to provide service to meet the specifications, the City has the right, after ten (10) days written notice, to terminate the contract.
- **G.** The contractor is required to register Under the <u>Property Service Workers</u> <u>Protection Act</u>, signed by Governor Edmund G. Brown Jr. in 2016, every provider of janitorial services with one or more employees and one or more janitorial workers must register with the Labor Commissioner's Office and renew every year.
- **H.** The City shall furnish all consumable products such as toilet paper, paper towels, seat covers, can liners, urinal screens, aerosol deodorizer, and restroom hand soap. The City shall provide two sets of the necessary facility keys and a small storage area for the storage of consumable products. Supplies will be inventoried and provided on a weekly basis to custodial storage room.
- I. The Contractor shall make every effort to recycle as much of the waste as possible. Janitorial staff will collect trash and recyclables and deposit them into the dumpsters located next to the 240 Mortensen Avenue. The Contractor shall collect all cardboard, flatten prior to placing it in the recycling bins.
- **J.** Any damage to the facilities caused by the janitorial contractor or its employees shall be repaired by the contractor to the designee's satisfaction, within five (5) working days. If repairs are not made, or not made to the satisfaction of the designee, the contractor shall be back-charged at cost plus 15% for repairs provided by others. Proof of expense shall be documented and provided to the contractor.
- **K.** The contractor and contractor staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. Contractor's equipment and supplies shall not be left on public walkways where someone could walk into them or trip over them. Doors to the supply closets shall remain closed and locked when an employee is not immediately present.

- **L.** The contractor is responsible for the security of all doors and windows at the conclusion of work in each area. All doors shall remain closed and locked while contractor's staff is inside cleaning. Special care shall be taken to ensure buildings and rooms are not left unlocked, open, or unattended at any time. All windows shall be shut securely, and all exterior doors shall be closed securely and locked. The contractor's staff shall double-check all doors when they leave to ensure they are secure (including doors they did not enter or exit).
- **M.** Interior doors that are open or unlocked shall be left in the same position/condition. Interior doors that are locked shall be re-locked at the conclusion of the contractor work.
- **N.** Emergency situations (water leaks, etc.) shall be reported immediately to the designee (24-hours/day). The contractor shall make note of any damages or unusual conditions found in any room and leave a written note on the designee desk in the Airport Office or leave a voicemail on his telephone (831.970.8463) clearly describing the condition, damage, or problem.
- **O.** Report Emergencies to 911 or the Salinas Police Department at 831.758.7250.

#### III. INSTRUCTIONS TO PROPOSERS

#### a. Checklist for Proposers

Each Proposer should read carefully to ensure that he or she has included all required forms and documents with the Proposal. The minimum requirements which must be included are:

- i. Cost of Services (ATTACHEMENT 1)
- ii. Local Business Declaration (ATTACHEMENT 2)
- iii. Reference List (ATTACHEMENT 3)
- iv. Official Proposal Form (ATTACHEMENT 4), signed and dated

## **Attachment C**

## PROPOSE COST OF SERVICES

Business Name:	
Regular Services	
Description: Daily janitorial services per scope of work outlined in service RFP.	Appendix A of the janitorial
Terminal Building:	\$1,525.00 /mo.
240 Mortensen Building;	\$392.00 /mo.
Southside Restrooms:	\$495.00 /mo.
Airport Admiristration Office;	\$638,00/mo.
Total Cost:	\$3,050.00/mo.
Contractor certifies that the bid amounts provided above are accurat to the City of Salinas Janitorial Services RFP. Furthermore, Consult identified costs shall be good for ninety (90) days from the date lists	ant certifies that the above
Signature: Sheyla Garcia	
Printed Name: Sheyla Garcia	
Title: Account Manager	
Date: 04/10/2023	

## DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE

**Labor Law Requirements** 

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

- 1. Payment of Prevailing Wage Rates: All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §\$1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §\$1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: <a href="https://www.dir.ca.gov/oprl/DPreWageDetermination.htm">https://www.dir.ca.gov/oprl/DPreWageDetermination.htm</a>.
  - Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
- 2. **Apprentices**: Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form). **Penalties for failure to pay prevailing wages (for non**-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
- 3. **Certified Payroll Records**: All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's**

- Electronic Certified Payroll Reporting ("eCPRs") database (<a href="https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp">https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp</a>). Penalties apply to Contractor and any Subcontractors for failure to do so under Labor Code §1777.
- 4. **Subcontracting**: Contractors are required to list all subcontractors hired to perform work on this public works agreement.
- 5. **Proper Licensing/Registration**: All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
- 6. **Job Site Notices**: Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: http://www.dir.ca.gov/wpnodb.html.
- 7. **Nondiscrimination in Employment Equal Employment Opportunity ("EEO")**: Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
- 8. **Kickbacks Prohibited**: Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages pursuant to Labor Code §1778.
- 9. **Acceptance of Fees Prohibited**: Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
- 10. **Unfair Competition Prohibited**: Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 17208.
- 11. Workers' Compensation: Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
- 12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	he terms and conditions of the policy, ertificate holder in lieu of such endors	cert	ain p	olicies may require an er									
PRO	DUCER				CONTAC NAME:	ст Debbie	Escobar						
Golden Capital Insurance					PHONE (A/C, No	(818)6	54-6985	FAX (A/C, No)					
21250 Califa St Ste #113					E-MAIL ADDRES		@goldencap						
Woodland Hills, CA 91367 Phone: (818) 654-6985 Fax: ( ) -					ADDICE		SURER(S) AFFOR	RDING COVERAGE		NAIC #			
	1 Helle: (6 16) 66 1 6666 1 axi. ()				INSURE	0111110		surance Company Inc.		12758			
INSL	JRED				INSURE	RB: Californ	nia Automobi	le Insurance Company		38342			
K	arla's Janitorial Suppliers LLC				INSURE	Rc: Mt. Ha	wley Insuranc	ce Company		37974			
					INSURE	RD: Nautilu	ıs Insurance (	Company		17370			
1	485 Bayshore M.B. #205				INSURE	RE:							
S	San Francisco		CA	94124-	INSURE	RF:							
				NUMBER:				REVISION NUMBER:					
IN C E	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE SERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH I	QUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER IS DESCRIBEIT PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TC	WHICH THIS			
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тs				
Α	X COMMERCIAL GENERAL LIABILITY			CSCU01-00981		04/29/2023		EACH OCCURRENCE	\$	1,000,000			
	X CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000			
								MED EXP (Any one person)	\$	5,000			
							PERSONAL & ADV INJURY	\$	1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$	2,000,000		
	X POLICY PRO- JECT LOC										PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:												
В	AUTOMOBILE LIABILITY			BA040000080125		05/03/2023	05/03/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000			
	ANY AUTO							BODILY INJURY (Per person)	\$				
	ALL OWNED X SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$				
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$					
									\$				
С	UMBRELLA LIAB X OCCUR			GXS0011983		04/29/2023	04/29/2024	EACH OCCURRENCE	\$	2,000,000			
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	2,000,000			
	DED RETENTION \$							1050	\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$				
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE	\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$				
D	Commercial Property			NN1542650		04/29/2023	04/29/2024						

**CERTIFICATE HOLDER** CANCELLATION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Salinas Municipal Airport 342 Airport Blvd. Salinas, CA 93905

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Muchel Shop © 1988-2014 ACORD CORPORATION. All rights reserved.

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: CSCU01-00981

Issued to: Karla Mejia

By: CUMIS Specialty Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

It is agreed that the following changes are made to the Policy:

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations					
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions: or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### POLICY NUMBER: CSCU01-00981

- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: CSCU01-00981

Issued to: Karla Mejia

By: CUMIS Specialty Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

It is agreed that the following changes are made to the Policy:

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations				
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: CSCU01-00981

Issued to: Karla Mejia

By: CUMIS Specialty Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

#### **SCHEDULE**

#### Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

It is agreed that the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury", "property damage", or "environmental damage" arising out of "your work" performed under a contract with that person or organization, provided such contract or agreement was executed prior to the date of loss, injury or damage. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: CSCU01-00981

Issued to: Karla Mejia

By: CUMIS Specialty Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT (BLANKET)

Name of Person or Organization	Name of Project
Any person or organization to whom the Named Insured	Where specified by fully executed written contract that was
has agreed by a written contract that was fully executed prior to an "occurrence" that such person or organization be added as an additional insured under this policy on a primary and noncontributory basis, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to "occurrences" subsequent to the making of such fully executed written contract otherwise covered by this policy.	
Effective Date: 04/29/2023	

It is agreed that this policy is amended as follows:

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to the person or organization named in the above Schedule shall be primary to, and non-contributory with, any other insurance available to such person or organization, but only as respects liability resulting from "your work" performed by the Named Insured at the project designated in the Schedule above for the person or organization named in the Schedule above.

This endorsement applies only to "bodily injury" or "property damage" caused by an "occurrence" under Coverage **A** and not otherwise excluded in the policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### **Designated Construction Project(s):**

Any construction project where you have agreed to provide a separate Designated Construction Project General Aggregate Limit under a fully executed written contract, provided such contract was executed prior to an "occurrence" or loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

#### POLICY NUMBER: CSCU01-00981

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

thi	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PROD	UCER		CONTACT Voski Grigoryan								
Capital Providers Insurance						PHONE (A/C, No, Ext): (818) 676-0016 FAX (A/C, No): (818) 676-0015					
Licer	nse #0H52316				E-MAIL ADDRE	vooki@on	isgroup.com		1 (		
2075	0 Ventura Blvd., Ste 305				ADDICE		SURFR(S) AFFOR	DING COVERAGE			NAIC #
Woo	dland Hills			CA 91364	INSURE	Dalaman	Speciality Insu				IVAIO II
INSUF	INSURED						. ,				
	Karla's Janitorial & Suppliers, L		INSURE								
	1485 Bayshore Blvd.				INSURE						
	M.B. 205				INSURE						
				04.04404	INSURE	RE:					
	San Francisco			CA 94124	INSURE	RF:					
_				NUMBER: 23 24 WC				REVISION NUM			
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INSR	TYPE OF INSURANCE	ADDL	SUBR		INLEGG	POLICY EFF	POLICY EXP		LIMITS	,	
LTR	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)				
-								DAMAGE TO RENTE	ED	\$	
-	CLAIMS-MADE OCCUR							PREMISES (Ea occu	urrence)	\$	
-								MED EXP (Any one p	person)	\$	
								PERSONAL & ADV I	NJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	SATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP	P/OP AGG	\$	
	OTHER:								<b>I</b>	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
	ANY AUTO							BODILY INJURY (Pe	er person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident) \$			
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	SE .	\$	
Ī	ACTOC CITE							(		\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENC	CF.	\$	
İ	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
ľ	DED RETENTION \$	1						NOCKEONIE		\$	
	WORKERS COMPENSATION							➤ PER STATUTE	OTH- ER	Ψ	
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDEN		s 1,000,000	
A	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	Y PSIC1251602	03/02/2023	03/02/2023	03/02/2024			1.00	0,000
	If yes, describe under						E.L. DISEASE - EA E		1 000 000		
	DÉSCRIPTION OF OPERATIONS below	1						E.L. DISEASE - POL	ICY LIMIT	\$ 1,00	0,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	pace is required)				
CEP	TIFICATE HOLDER				CANO	ELLATION					
CLA	III IOAIL HOLDER				CANO	LLLATION					
Salinas Municipal Airport 342 Airport Blvd. Salinas, CA 93905					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				) BEFORE		
	Ja				AUTHORIZED REPRESENTATIVE						
		R:									

ADDITIONAL COVERAGES									
Ref #	Description Blkt Waive	n r Subrogation				Coverage Code BWWSB	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1	
Ref #	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1	
Ref #	Description	า				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1	
Ref #	Description	n				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
OFADT	LCV						Copyright 2001, Al	MS Services, Inc.	

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

#### Schedule

#### **Person or Organization**

Blanket Waiver of Subrogation

#### **Job Description**

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2023
Insured Karla's Janitorial & Suppliers
L.L.C.

Policy No.: PSIC12516 - 02 Endorsement No.: Insurance Company Palomar Specialty Insurance Company

Countersigned By \_\_\_\_\_

WC ON 04 WS A (Ed. 01-19)

Print Date: 3/7/2023