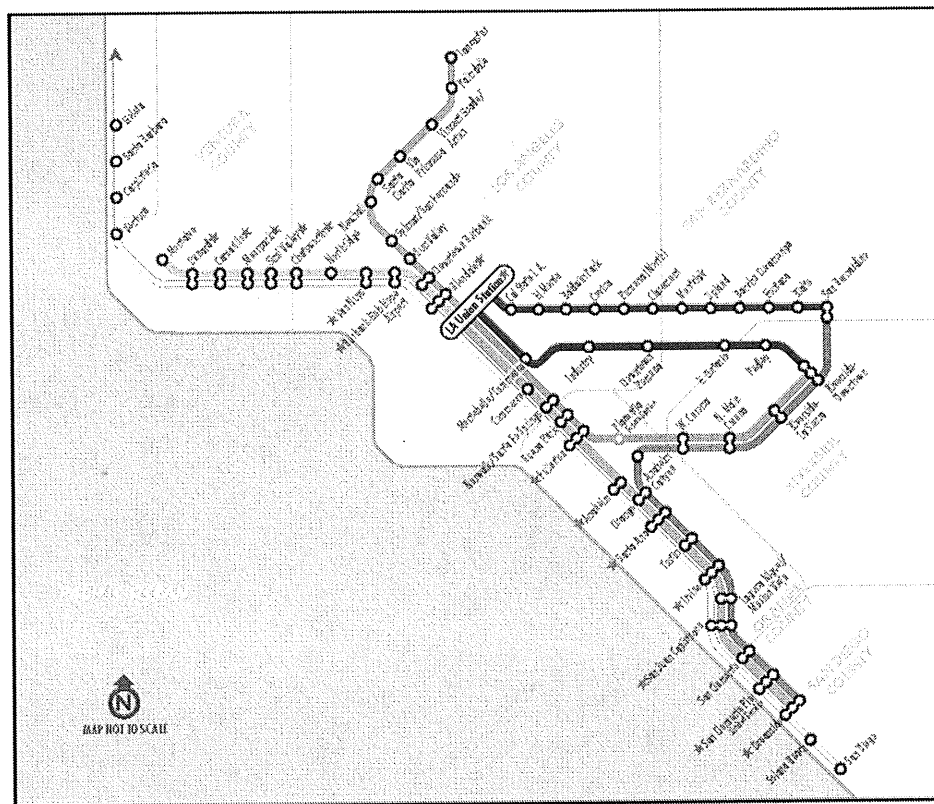
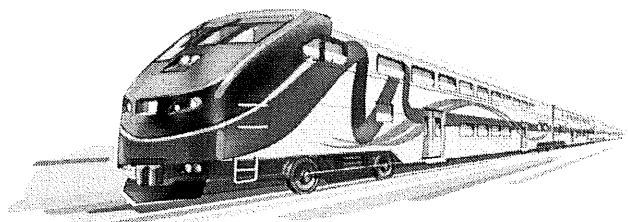


METROLINK®

Southern California Regional Rail Authority

CONTRACT NO. MS269-16

JANITORIAL SERVICES



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

Executive-Suite Services, Inc.
19025 Parthenia St., Suite 200
Northridge, CA 91324-3793
Name: Walter N. Prince
Title: President
Telephone: 818-993-6300
Fax: 818-993-0194
Email: execwnp@socal.rr.com

CONTRACT NO. MS269-16
JANITORIAL SERVICES

And

Contract Amount: \$936,756

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, California 90012
(hereinafter "Authority")

SCRRA Project Manager:
Name: Greg Harrington
Title: Facilities & Fleet Maintenance
Manager
Telephone: 323-224-3471
Mobile: 213-494-6583
Email: HarringtonG@scrra.net

Contract Administrator:
Name: Sonny Ibrahim
Title: Senior Contract & Compliance
Administrator
Telephone: (213) 452-0436
Fax: (213) 452-0425
Email: IbrahimS@scrra.net

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. MS269-16

JANITORIAL SERVICES

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This Agreement is made and entered into as of this 10th day of June, 2016 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "AUTHORITY") and Executive-Suite Services, Inc., (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, AUTHORITY is a joint powers AUTHORITY organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by AUTHORITY pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in ATTACHMENT A - SCOPE OF WORK attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby AUTHORITY may, at its sole discretion, augment or supplant the work with its own forces or forces of another Contractor or entity. CONTRACTOR will cooperate fully with AUTHORITY's staff or other CONTRACTOR or entity that may be providing similar or the same Work for AUTHORITY.

2. PERIOD OF PERFORMANCE

The period of performance shall be July 1, 2016 to June 30, 2019 or pursuant to the provisions of this Agreement, or unless earlier terminated pursuant to the provisions of this agreement.

3. PAYMENT

- A. In consideration for the Services performed, the Authority will pay the Contractor a maximum cumulative amount not to exceed the Total Agreement Price which is AUTHORITY's maximum cumulative payment obligation under this Agreement shall not exceed Nine Hundred Thirty Six Thousand Dollars Seven Hundred Fifty Six (\$936,756), including all amounts payable to CONTRACTOR for all costs,

including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit, payable as provided in the Agreement and pursuant to Pricing shown in Exhibit 1, Cost Schedule.

A. Invoicing

CONTRACTOR shall invoice AUTHORITY on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by AUTHORITY to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices via e-mail to accountspayable@scrra.net

Or to:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, California 90012
Attn: Accounts Payable

Each invoice shall include the following information:

- Contract number
- Detail description of the Work rendered
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by AUTHORITY

B. Payment

AUTHORITY shall remit payment within thirty (30) calendar days from receipt of valid and approved invoice.

At its sole discretion, AUTHORITY may decline to make full payment for any Work until such time as CONTRACTOR has documented, to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all required Work.

In the event the AUTHORITY should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of AUTHORITY's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of AUTHORITY, CONTRACTOR shall immediately reimburse AUTHORITY the entire overpayment.

D. Payment Reduction for Non-Performance

To ensure that CONTRACTOR performs all of the required work per Attachment A – Scope of Work, AUTHORITY will assess payment reductions for

non-performance (TABLE A: PAYMENT REDUCTIONS FOR NON-PERFORMANCE) for all work performance deficiencies.

1. AUTHORITY will notify CONTRACTOR both verbally and in writing each time service requirements are unsatisfactory, and corrective action is necessary. Should CONTRACTOR fail to correct any deficiencies within seven (7) business days, AUTHORITY may exercise the following measures:
 - a) Deduct from Contractor's payment the amount necessary to correct the deficiency.
 - b) Completely withhold payment.
 - c) Utilize Authority forces, or an alternate source, to correct the deficiency and deduct from Contractor's payment the total cost, including Authority overhead not to exceed 15%.
2. AUTHORITY has the sole right to waive any payment reductions for non-performance (Table A) without regards to any and all precedents wherein Authority may have waived past violations.
3. After second recurring violation, CONTRACTOR shall meet with SCRRA Project Manager to discuss deficiency issues and subsequent correction notice will be issued; and additional payment reductions for non-performance (Table A) may apply.
4. After third recurring violation, CONTRACTOR shall meet with SCRRA Project Manager to discuss deficiency issues and subsequent correction notice will be issued; and additional payment reductions for non-performance (Table A), suspension or termination of contract for failure to meet contract obligations shall apply.

TABLE A: PAYMENT REDUCTIONS FOR NON-PERFORMANCE

VIOLATION		AMOUNT
1	Emergency response (failure to respond within 4-hour).	\$200.00 per occurrence
2	Rush response (failure to respond within 48-hours).	\$150.00 per occurrence
3	Required Work: No Show – See Scope of Work for schedule per facility.	\$200.00 per occurrence/per location
4	Failure to complete a task or provide subpar work during routine cleaning – See Scope of Work for tasks per facility.	\$150.00 per occurrence/per location

5	Non-Delivery of Restroom Supplies.	\$150.00 per occurrence/per location
6	Delivery of substandard/non-approved products.	\$100.00 per occurrence/per location

4. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that AUTHORITY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless AUTHORITY's written permission is given to dispose of material prior to this time.

5. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the AUTHORITY:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Sonny Ibrahim
Senior Contract and Compliance
Administrator

To the CONTRACTOR:

Executive-Suite Services, Inc.
19025 Parthenia St., Suite 200
Northridge, CA 91324-3793
Attn: Walter N. Prince
President

6. AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

A. Authority's Project Manager

Contracting Officer: The Authority's Chief Executive Officer or his authorized designee who has authority to execute contracts on behalf of the Authority.

Project Manager: Greg Harrington.

- a. The Authority has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by the Authority. Nothing in the Agreement should be construed to bind the Authority for acts of its officers, employees and/or agents that exceed the delegation of authority specified herein.

- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with the Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 - 1. Have general oversight of the Work and the Agreement, including the power to enforce compliance with the Agreement.
 - 2. Reserve the right to remove any portion of the Work from the Contractor which have not been performed to Authority's satisfaction.
 - 3. Subject to the review and acceptance by the Authority, negotiate with the Contractor all adjustments pertaining to contract for revisions.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of the Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel, shown with their roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Richard Walker	Project Manager

AUTHORITY awarded this Agreement to CONTRACTOR based on AUTHORITY's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until AUTHORITY approves a replacement in writing.

7. TERMINATION FOR CONVENIENCE

AUTHORITY may terminate this Agreement for AUTHORITY's convenience at any time by giving CONTRACTOR ten (10) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become AUTHORITY property upon date of such termination.

8. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, AUTHORITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the AUTHORITY within the time permitted by AUTHORITY, then AUTHORITY may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then AUTHORITY may immediately terminate this Agreement.
- C. If CONTRACTOR violates Article 23.0, Compliance with Lobbying Policies, then AUTHORITY may immediately terminate this Agreement.
- D. In the event AUTHORITY terminates this Agreement as provided in this Article, AUTHORITY may procure, upon such terms and in such manner as AUTHORITY may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to AUTHORITY for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become AUTHORITY property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8, Termination for Convenience.
- G. The rights and remedies of AUTHORITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

10. SUBCONTRACTING

AUTHORITY hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action against AUTHORITY, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors Names and Addresses	Work to Be Performed
None	

11. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

12. INSURANCE

Throughout the duration of this Agreement, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

- F. Throughout the duration of this Contract, Contractor shall maintain the following insurance, which shall be first dollar-coverage insurance and, unless approved in writing by Authority, not subject to self-insurance. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Contract.
- G. Within 10 days after receiving Notice of Award, Contractor shall furnish to Sonny Ibrahim, Senior Contract and Compliance Administrator, an endorsement showing the required insurance coverages for Contractor and further providing that:
4. Authority and its member agencies, and their officers, directors, employees, and agents are named as an additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance hereunder.
 5. The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.
 6. Thirty (30) days prior written notice of cancellation or of material change in coverage shall be given to Authority by endorsement.
- H. "Occurrence," as used herein, means any event or related exposure to conditions which results in bodily injury or property damage.
- I. Any deductibles or self-insured retentions must be declared to and approved in writing by the Authority. At the option of the Authority, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions with respect to this Contract to be awarded or shall procure a bond guaranteeing the amount of the deductible or self-insured retention. If the Authority agrees in writing to a deductible or self-insured retention, then the Contractor shall be responsible for the full cost of such deductible or self-insured retention.
- J. **Minimum Limits of Insurances.** The Contractor shall maintain limits no less than:
6. Commercial General Liability to include Products/Completed Operations, Independent Contractor, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
 - c. Primary Bodily Injury Liability Limits of \$1,000,000 per occurrence and Primary Property Damage Liability Limits of \$1,000,000 per occurrence, or
 - d. Aggregate liability for both bodily injury and property damage liability of \$2,000,000
 7. Automobile Liability: Automobile Liability with the following limits:

- a. Primary Bodily Injury with limits of \$1,000,000 per occurrence and Primary Property Damage with limits of \$1,000,000 per occurrence, or
 - b. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2,000,000 per occurrence.
- 8. Workers' Compensation Insurance with the limits established and required by the State of California, or other state in which Work will be performed.
- 9. Employers' Liability with limits of \$1,000,000 per occurrence.
- 10. Proof on Insurance will be required prior to commencement of work under the contract. A certificate of insurance will be required to be furnished to the Authority's Contract Administrator. The insurance coverage is subject to the following requirements:
 - a. The Authority, its member agencies, officers, directors, employees and agents are named as an additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance of work under the contract.
 - b. The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.
 - c. Thirty (30) days prior written notice of cancellation or of material changes in coverage is to be given to the Authority by endorsement.
 - d. Any deductibles or self-insured retentions (SIR) must be declared to and approved by the Authority. At the option of the Authority, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions with respect to this Contract to be awarded or shall procure a bond guaranteeing the amount of the deductible or self-insured retention. If the Authority agrees in writing to a deductible or self-insured retention, then in the event of any claims or suits which may arise for which Authority seeks coverage under such policy as an additional insured, Contractor shall satisfy such deductible or self insured retention to the extent of any loss covered by such policy arising from or connected with any alleged act or omission of Contractor its officers, directors, employees, agents, Subcontractors, or suppliers, even if Contractor is not a named defendant in the lawsuit. Contractor's policies shall neither obligate nor prohibit the Authority or any Additional Insured, from paying any portion of any Contractor deductible or SIR.

- G. Contractor shall include the following as insured under its Certificate of Insurance:

Insured:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured:

Burlington Northern Santa Fe Corporation (BNSF)
Los Angeles County Metropolitan Transportation Authority (MTA)
National Railroad Passenger Corporation (Amtrak)
Orange County Transportation Authority (OCTA)
Riverside County Transportation Commission (RCTC)
San Bernardino Associated Government (SANBAG)
Union Pacific Railroad Company (UPRR)
Ventura County Transportation Commission (VCTC)
Others at the request of Authority.

13. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

14. REVISIONS IN SCOPE OF WORK

By written notice or order, AUTHORITY may, from time to time, order work suspension or make changes to this Agreement. The facilities to be maintained under this Agreement as listed in Attachment A, Scope of work may be increased or decreased during the term of the Agreement at the Authority's discretion. If and when this occurs, the Scope of Work and Cost Schedules will be adjusted accordingly, and changes in the Work shall be incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

15. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by the CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or

dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the AUTHORITY.

- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the AUTHORITY without restriction or limitation on their use and shall be made available upon request to the AUTHORITY at any time. Original copies of such shall be delivered to the AUTHORITY upon completion of the work or termination of the work. The CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the AUTHORITY.

16. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by AUTHORITY.

17. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with AUTHORITY's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable AUTHORITY to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by AUTHORITY, CONTRACTOR shall continue to perform in accordance with this Agreement.

18. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

19. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical

accuracy, completeness and coordination of the Work, it being understood that AUTHORITY will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. AUTHORITY shall have the right, at its sole discretion, to require the removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to AUTHORITY, if AUTHORITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work under this Agreement without AUTHORITY's prior written authority.

20. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with AUTHORITY's Ethics Policy, CONTRACTOR shall provide written notice to AUTHORITY disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the AUTHORITY, or (2) served as a Board Member/Alternate or an employee of the AUTHORITY within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

21. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor.

22. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of AUTHORITY, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, California and local laws and ordinances.

23. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by AUTHORITY in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with AUTHORITY's Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with AUTHORITY's Ethics Policy, such failure shall be considered a material breach of this Agreement and AUTHORITY shall have the right to immediately terminate or suspend this Agreement.

24. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of AUTHORITY's business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of AUTHORITY and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. AUTHORITY's use and disclosure of its records are governed by this Act.
- B. AUTHORITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. AUTHORITY will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. AUTHORITY will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will AUTHORITY be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of AUTHORITY or its officers, employees and/or CONTRACTORS.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, AUTHORITY's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold AUTHORITY harmless from all costs and expenses, including attorneys' fees, in connection with such action.

25. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

26. FORCE MAJEURE

Performance of each and all CONTRACTOR's and AUTHORITY's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or AUTHORITY's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or AUTHORITY's control.

27. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of AUTHORITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of AUTHORITY. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of AUTHORITY.

28. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. AUTHORITY shall review and approve in writing all AUTHORITY related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow AUTHORITY related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that AUTHORITY endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to AUTHORITY, and shall comply with the procedures of AUTHORITY's Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform AUTHORITY as soon as possible and inform AUTHORITY of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

29. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of

California, and the proper venue of any action brought hereunder is and shall be Los Angeles County, California.

30. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the AUTHORITY's Board of Directors, and in all instances require prior signature of an authorized representative of the AUTHORITY.

31. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A – Scope of Work, (3) provisions of RFP No. MS269-16 and (4) CONTRACTOR's proposal dated March 31, 2016.

32. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between AUTHORITY and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

EXECUTIVE-SUITE SERVICES, INC.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

WALTER N. PRINCE
President



ARTHUR T. LEAHY
Chief Executive Officer

Date

Tax I.D. No. _____

APPROVED AS TO FORM:

By: 

DON O. DEL RIO
General Counsel

ATTACHMENT A

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

**Contract No. MS269-16
JANITORIAL SERVICES**

SCOPE OF WORK

BACKGROUND

Janitorial Services and restroom supplies are needed to maintain the nineteen properties the AUTHORITY operates. The Contractor's responsibilities shall include all labor, materials, tools, equipment, transportation, supervision and work necessary to provide the specified janitorial services for the nineteen AUTHORITY sites as identified below. Frequency of cleaning and hours of work are different for each facility. Tasks also vary from facility to facility and should be performed in accordance with the schedule described below.

Contractor will furnish all consumable paper products, trashcan liners and hand soaps (only supplies that fit pre-existing dispensers shall be used, see attached list of approved products). AUTHORITY will provide janitorial equipment storage for the Contractor's use at each site. Only the Contractor's cleaning equipment, cleaning supplies and consumable supplies shall be stored in these areas. Contractor shall keep these areas clean and orderly at all times. Contractor shall submit technical data sheets and material data sheets on all chemicals proposed for janitorial use.

TRAINING

Due to some of the areas where services will need to be performed under this Contract, Roadway Worker Protection (RWP) will be required during the course of the Contract.

Contractor shall be responsible for making sure all personnel working under the Contract receives Roadway Worker Training. The training is currently done by Veolia Transportation Maintenance and Infrastructure (VTMI). The contact person is Jim Clouse. Phone: 909.394.2307, Fax: 909.496.1774, email address: jim.clouse@veoliatransportation.com. The class is four (4) hours and given once a week in Pomona. The class will be provided at no expense to the Contractor.

EMPLOYEE-IN-CHARGE (EIC)

The Contractor must request and arrange for on track safety protection satisfactory to SCRRA in the following circumstances:

- When Contractor's personnel or equipment encroach onto the Right-of-Way unless specifically exempted by SCRRA due to physical separation between tracks and Contractor's operation;
- When any part of any equipment is standing or being operated within or adjacent to the Right-of-Way or when any erection or construction activities are in progress within such limits;
- For any excavation within the railroad Right-of-Way;
- For any cleaning, grubbing, grading or blasting in proximity to the Right-of-Way which, in the opinion of SCRRA or Member Agency's representative, may endanger the Right-of-Way or operations;
- For any street construction and maintenance activities, located within the Right-of-Way or in the vicinity of an at-grade crossing, requiring temporary work area traffic control;
- For any work activity on or adjacent to the Right-of-Way as required by the Maintenance of Way (MOW) office.

The Authority will supply furnish one (1) Employee-in-Charge (EIC) to provide against the movement of any passenger/commuter, freight, work and all other type of trains and on-track equipment. The need for the EIC will be coordinated by Authority's Project Manager.

The AUTHORITY sites are as follows:

Facility #1: Metrolink Central Maintenance Facility (CMF)
1555 San Fernando Road
Los Angeles, CA 90065

Facility #2: Metrolink Eastern Maintenance Facility (EMF)
1945 Bordwell Avenue
Colton, CA 92324

Facility #3: Metrolink East Ventura Crew Base
6175 Ventura Blvd
Ventura, CA 93003

Facility #4: Metrolink Moorpark Crew Base
585 Moorpark Avenue
Moorpark, CA 93201

Facility #5: Metrolink Lancaster Crew Base
44812 N. Sierra Hwy.
Lancaster, CA 93534

Facility #6: Metrolink San Bernardino Crew Base
958 W. 3rd Street
San Bernardino, CA 92410

- Facility #7: Metrolink Riverside Crew Base
4066 Vine Street
Riverside, CA 92507
- Facility #8: Metrolink Operations Center (MOC)
2558 Supply Street
Pomona, CA 91767
- Facility #9: Metrolink Keller Yard – Trailer
720 Keller Street
Los Angeles, CA 90012
- Facility #10: Metrolink Lang Yard
13903 Lang Station Road
Canyon Country, CA 91387
- Facility #11: Metrolink Pomona Melbourne Building
2700 Melbourne Avenue
Pomona, CA 91767
- Facility #12: Metrolink Maintenance of Way – Trailer
2701 North Garey Avenue
Pomona, CA 91767
- Facility #13: Metrolink Maintenance of Way Headquarters
2701 N. Garey Avenue
Pomona, CA 91767
- Facility #14: Metrolink Maintenance of Way Field Office
6894 Marine Way
Irvine, CA 92618
- Facility #15: Metrolink Perris Valley Crew Base
1304 Case Road
Perris, CA 92570
- Facility #16: Los Angeles Union Station (LAUS) Platforms and Ramps
800 N. Alameda St.
Los Angeles, CA 90012
- Facility #17: LAUS – Glass House Security Booths
800 N. Alameda Street
Los Angeles, CA 90012
- Facility #18: Metrolink Engineering Field Office
426 E. Bauchet Street
Los Angeles, CA 90012

Facility #19: Metrolink Dispatch Operations Center
2704 Garey Avenue
Pomona, CA 91767

LIST OF APPROVED JANITORIAL SUPPLIES

(Substitutes or equals must fit existing Authority dispensing devices)

<u>Item</u>	<u>Waxie #</u>
Foam Hand Soap	386312
Gojo hand Cleaner	388602
Paper Towel Roll	850636
Toilet Paper	851308
40 x 48 1.15 mil liners	709438
24 x 24 6 mil liners	708105

Facilities, frequency and hours of work, and schedule of tasks are as follows for each location:

FACILITY # 1

METROLINK CENTRAL MAINTENANCE FACILITY

1555 San Fernando Road, Los Angeles, CA 90065

Frequency: Daily (unless otherwise noted)

Janitorial Cleaning Hours: 9:00 pm to 5:00 am Monday through Saturday, except Sunday

Approximate Square Footage: 20,000

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Stainless steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- Tile showers cleaned and sanitized
- Tile floors cleaned and sanitized
- VCT floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Locker Rooms

- Locker exteriors wiped down
- VCT floors cleaned, marks removed and sanitized
- Benches cleaned
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices

- VCT floors cleaned, marks removed
- Carpeted areas vacuumed
- Trash receptacles emptied
- Walls and doors dusted and wiped down
- Windowsills dusted
- Countertops and cabinets wiped down
- Sinks cleaned and sanitized
- Windows cleaned
- Blinds cleaned

- Appliances cleaned and sanitized

Lunchroom

- Chairs and Tables cleaned and sanitized
- Clean and sanitize all appliances, i.e. microwaves, refrigerator
- VCT floors cleaned, marks removed
- Dust windowsills, blinds
- Clean windows
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Clean and sanitize sink, counters and cabinets

Halls and Stairways

- Walls and doors dusted and wiped down
- Handrails dusted and wiped down
- Stair treads swept and damp mopped
- Landings swept and damp mopped

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

Tile Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

Tile Showers

- Clean daily
- Heavy cleaning weekly
- Seal and polish quarterly

HVAC Registers and Painted Ceilings

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

First Floor Common Area Coated Concrete Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

FACILITY # 2**METROLINK EASTERN MAINTENANCE FACILITY****1945 Bordwell Avenue, Colton, CA 92324**

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 6:00 pm to 6:00 am Tuesday and Friday

Approximate Square Footage: 11,300

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms (Visitors restroom, Transportation Building and Train wash Equipment Room)

- Toilets and urinals cleaned and sanitized
- Stainless steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Locker Rooms

- Locker exteriors wiped down
- VCT floors cleaned, marks removed and sanitized
- Benches cleaned
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices and Reception Areas

- Carpeted areas vacuumed
- Trash receptacles emptied
- Walls and doors dusted and wiped down
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized
- Wipe down all computers, printers, etc. with treated cloth
- Wipe down all wood furniture with furniture polish

Lunchroom

- Chairs and Tables cleaned and sanitized

- Clean and sanitize all appliances, i.e. microwave, dishwasher, refrigerator, vending machine
- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Empty dishwasher
- Clean oven and re-wrap woven tray with aluminum foil
- Trash receptacles emptied and wiped down, inside and out
- Clean and sanitize sink, counters and cabinets
- Stock coffee consumables and paper products

Halls

- Walls and doors dusted and wiped down
- Carpet vacuumed daily

Sheet Vinyl Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

Tile Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

HVAC Registers and Painted Ceilings

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

Building Entry Areas (3)

- Clean windows weekly

- Clean ashtrays daily
- Sweep exit areas
- Pick-up papers and trash in parking areas
- Empty exterior trash receptacles daily
- Clean area around trash dumpster weekly

FACILITY # 3 METROLINK MONTALVO CREW BASE 6175 Ventura Blvd., Ventura, CA 93003
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Frequency: Three times a Week (unless otherwise noted)
Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday
Approximate Square Footage: 500

Routine cleaning shall include but not be limited to the following tasks:

Offices and Reception Area

- Walls and doors dusted and wiped down
- VCT floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wash and polish quarterly
- Clean base quarterly

FACILITY # 4**METROLINK MOORPARK CREW BASE****585 Moorpark Avenue, Moorpark, CA 93201**

Frequency: Once a Week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 500

Routine cleaning shall include but not be limited to the following tasks:

Offices and Reception Area

- Walls and doors dusted and wiped down
- VCT floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

FACILITY # 5**METROLINK LANCASTER CREW BASE****44812 N. Sierra Highway, Lancaster, CA 93534**

Frequency: Three times a Week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 1,000

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions cleaned and polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished
- Bathroom to be cleaned is inside crew base

Offices and Reception Area

- Walls and doors dusted and wiped down
- VCT floors cleaned, marks removed and sanitized
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wash and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 6

METROLINK SAN BERNARDINO CREW BASE
958 W. 3rd Street, San Bernardino, CA 92410

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 700

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices and Reception Area

- Walls and doors dusted and wiped down
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 7**METROLINK RIVERSIDE CREW BASE****4066 Vine Street, Riverside, CA 92506**

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 700

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices and Reception Area

- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 8**METROLINK OPERATIONS CENTER****2558 Supply Street, Pomona, CA 91767**

Frequency: Daily (unless otherwise noted)

Janitorial Cleaning Hours: 6:00 pm to 6:00 am Monday through Saturday, except Sunday

Approximate Square Footage: 11,300

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Stainless steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Locker Rooms

- Locker exteriors wiped down
- VCT floors cleaned, marks removed and sanitized
- Benches cleaned
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices and Reception Area

- Walls and doors dusted and wiped down
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized
- Wipe down all computers, printers, etc. with treated cloth
- Wipe down all wood furniture with furniture polish

Lunchroom

- Chairs and tables cleaned and sanitized

- Clean and sanitize all appliances, i.e. microwave, dishwasher, refrigerator, vending machines
- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Trash receptacles emptied and wiped down, inside and out
- Clean and sanitize sink, counters and cabinets
- Empty dishwasher
- Clean oven and re-wrap woven tray with aluminum foil
- Stock coffee consumables and paper products

Halls

- Walls and doors dusted and wiped down
- Carpet vacuumed daily

Sheet Vinyl Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

Tile Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

HVAC Registers

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

Building Entry Areas (3)

- Clean windows weekly

- Clean ashtrays daily
- Sweep exit areas
- Pick-up papers and trash in parking areas
- Empty exterior trash receptacles daily
- Sweep area around trash dumpster weekly

FACILITY # 9

METROLINK KELLER YARD – (1) TRAILER
720 Keller Street, Los Angeles, CA 90012

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 700

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices and Reception Area

- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 10**METROLINK LANG YARD - (2) Trailers****13903 Lang Station Road, Canyon Country, CA 91387**

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 700

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices and Reception Area

- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wash and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 11 METROLINK POMONA MELBOURNE BUILDING 2700 Melbourne Avenue, Pomona, CA 91767
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Frequency: Three times a Week (unless otherwise noted)

Janitorial Cleaning Hours: 6:00 pm to 6:00 am Monday through Saturday, except Sunday

Approximate Square Footage: 11,300

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Stainless steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Locker Rooms

- Locker exteriors wiped down
- VCT floors cleaned, marks removed and sanitized
- Benches cleaned
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices and Reception Area

- Walls and doors dusted and wiped down
- Carpeted areas vacuumed
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized
- Wipe down all computers, printers, etc. with treated cloth
- Wipe down all wood furniture with furniture polish

Lunchroom

- Chairs and tables cleaned and sanitized

- Clean and sanitize all appliances, i.e. microwave, dishwasher, refrigerator, vending machines
- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Trash receptacles emptied and wiped down, inside and out
- Clean and sanitize sink, counters and cabinets
- Empty dishwasher
- Clean oven and re-wrap woven tray with aluminum foil
- Stock coffee consumables and paper products

Halls

- Walls and doors dusted and wiped down
- Carpet vacuumed daily

Sheet Vinyl Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

Tile Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

HVAC Registers

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

Building Entry Areas (3)

- Clean windows weekly

- Clean ashtrays daily
- Sweep exit areas
- Pick-up papers and trash in parking areas
- Empty exterior trash receptacles daily
- Sweep area around trash dumpster weekly

FACILITY # 12 METROLINK MAINTENANCE OF WAY TRAILER 2700 Melbourne Avenue, Pomona, CA 91767

Frequency: Daily (unless otherwise noted)

Janitorial Cleaning Hours: 6:00 pm to 6:00 am Monday through Friday, except Saturday and Sunday

Approximate Square Footage: 200

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions cleaned and polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices

- VCT floors cleaned, marks removed
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wash and polish quarterly
- Clean base quarterly

FACILITY # 13**METROLINK MAINTENANCE OF WAY HEADQUARTERS****2701 N. Garey Avenue, Pomona, CA 91767**

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 6:00 pm to 5:00 am Sunday and Wednesday

Approximate Square Footage: 5,000

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Locker Rooms

- Locker exteriors wiped down
- VCT floors cleaned, marks removed and sanitized
- Benches cleaned
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices

- VCT floors cleaned, marks removed
- Carpeted areas vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

Conference Room

- Chairs and tables cleaned and sanitized
- VCT floors cleaned, marks removed
- Dust windowsills, blinds

- Clean windows
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Hall

- Chairs and tables cleaned and sanitized
- Clean and sanitize all appliances and vending machines
- VCT floors cleaned, marks removed
- Dust windowsills, blinds
- Clean windows
- Walls and doors dusted and wiped down
- Trash receptacles emptied

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

HVAC Registers

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

FACILITY # 14**METROLINK MAINTENANCE OF WAY FIELD OFFICE****6894 Marine Way, Irvine, CA 92618**

Frequency: Twice a Week (unless otherwise noted)

Janitorial Cleaning Hours: 6:00 pm to 5:00 am Sunday and Wednesday

Approximate Square Footage: 1,920

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices and Reception Area

- VCT floors cleaned, marks removed
- Carpeted areas vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

Lunchroom

- Chairs and tables cleaned and sanitized
- Clean and sanitize all appliances and vending machines
- VCT floors cleaned, marks removed
- Dust windowsills, blinds
- Clean windows
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Clean and sanitize sink, counters and cabinets

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, was and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 15

METROLINK Perris Valley Crew Base
1304 Case Road Perris, CA 92570

Frequency: Two times a week (unless otherwise noted)
Janitorial Cleaning Hours: 5:00 pm to 5:00 am Monday through Friday
Approximate Square Footage: 1,100

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished
- Water all floor drains weekly

Class Room

- Tables wiped down
- Carpet vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices and Reception Area

- VCT floors cleaned, marks removed
- Carpeted areas vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Polish all chrome and brass
- Windowsills dusted
- Countertops and cabinets wiped down
- Sinks cleaned and sanitized
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

Lunchroom

- Chairs and tables cleaned and sanitized

- Clean and sanitize all appliances
- VCT floors cleaned, marks removed
- Dust windowsills, blinds
- Clean windows
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Clean and sanitize sink, counters and cabinets

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

Tile Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

HVAC Registers

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

FACILITY # 16**LOS ANGELES UNION STATION PLATFORMS AND RAMPS**

800 N. Alameda, Los Angeles, CA 90012

Daily janitorial maintenance tasks shall be performed Monday through Friday between the hours of 9:00 am and 3:00 p.m. for first shift and 6:00 p.m. and 9:00 p.m. on the second shift, and Saturday and Sunday between 1:00 p.m. and 7:00 p.m. Contractor must note that platforms will not be available throughout the entire six-hour period on any day due to train arrivals and departures. Contractor will be required to schedule activities so that maintenance tasks do not interfere with passenger boarding and alighting.

Contractor shall place "WET FLOOR" signs in areas of wet cleaning operations.

Routine **daily cleaning** shall include but not be limited to the following tasks:

Four (4) boarding platforms, five (5) platform stairways, and ten (10) platform ramps

- Empty trash receptacles and reline two (2) times per day. Wipe clean exterior of trash receptacles as necessary
- Empty newspaper recycling bins (Authority will provide disposal bins)
- Thoroughly sweep platform floors, stairways and ramps to remove debris
- Wet mop any spillage
- Check all platform, stairway and ramp areas, and pick up loose trash and debris two (2) times per day
- Remove graffiti and stickers on platform, stairway and ramp areas
- Dust and wipe clean benches and concrete seating areas
- Dust and wipe clean map/schedule cases
- Sweep portable wheelchair ramps, and dust and wipe clean handrails
- Dust and wipe clean wall signs in ramp areas
- Dust and wipe clean recessed light fixtures in ramp areas
- Dust and wipe clean walls of ticket machine shelter between tracks 6 and 7
- Dust and polish ticket validators
- Dust and wipe clean handrails on platforms and stairways
- Clean and empty smoking urns as necessary
- Remove gum from floor surfaces
- Dust and wipe clean overhead platform signs, including electronic message boards

Note: The large advertising boxes are not included in this statement of work.

Routine **quarterly cleaning** shall include but not be limited to the following tasks:

- Pressure wash all platforms

FACILITY # 17

METROLINK LOS ANGELES UNION STATION – GLASS HOUSE SECURITY BOOTH
No. 1 & 2, 800 N. Alameda Street, Los Angeles, CA 90012

Frequency: Three times a Week (unless otherwise noted)

Janitorial Cleaning Hours: 9:00 pm to 5:00 am Monday through Saturday

Approximate Square Footage: 500

Routine cleaning shall include but not be limited to the following tasks:

Offices

- VCT floors cleaned, marks removed
- Trash receptacles emptied
- Walls and doors dusted and wiped down
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wax and polish quarterly
- Clean base quarterly

FACILITY # 18 METROLINK ENGINEERING FIELD OFFICE 426 E. Bauchet Street, Los Angeles, CA 90012

Frequency: Once a week (unless otherwise noted)

Janitorial Cleaning Hours: 7:00 am to 5:00 pm Monday through Friday

Approximate Square Footage: 1,500

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished

Offices

- VCT floors cleaned, marks removed
- Carpeted areas vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Windowsills dusted
- Countertops and cabinets wiped down
- Windows cleaned
- Blinds cleaned
- Appliances cleaned and sanitized

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wash and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

FACILITY # 19**METROLINK DISPATCH OPERATIONS CENTER****2704 Garey Avenue, Pomona, CA 91767**

Frequency: Seven times a week (unless otherwise noted)

Janitorial Cleaning Hours: 5:00 pm to 5:00 am Monday through Sunday

Approximate Square Footage: 22,406

Routine cleaning shall include but not be limited to the following tasks:

Bathrooms

- Toilets and urinals cleaned and sanitized
- Steel partitions polished
- Sinks cleaned and sanitized
- Walls and doors dusted and wiped down
- VCT Floors cleaned, marks removed and sanitized
- Trash receptacles emptied
- Consumables replenished
- Water all floor drains weekly

Class Room

- Tables wiped down
- Carpet vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied

Offices, Reception, Dispatch, and War Room

- VCT floors cleaned, marks removed
- Carpeted areas vacuumed
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Polish all chrome and brass
- Windowsills dusted
- Countertops and cabinets wiped down
- Sinks cleaned and sanitized
- Blinds cleaned
- Appliances cleaned and sanitized
- Spot clean all interior glass doors and windows

Lunchroom

- Chairs and tables cleaned and sanitized

- Clean and sanitize all appliances
- VCT floors cleaned, marks removed
- Dust windowsills, blinds
- Clean windows
- Walls and doors dusted and wiped down
- Trash receptacles emptied
- Clean and sanitize sink, counters and cabinets

Halls and Stairways

- Walls and doors dusted and wiped down
- Handrails dusted and polished
- Stair treads swept and damp mopped
- Stair stringers dusted and damp mopped
- Landings swept and damp mopped

VCT Floors

- Remove marks and damp mop daily
- Polish monthly
- Strip, wash and polish quarterly
- Clean base quarterly

Carpet

- Vacuum daily
- Spot clean weekly
- Dry clean quarterly

Tile Flooring

- Damp mop daily
- Heavy cleaning weekly
- Seal and polish quarterly

HVAC Registers

- Dust and wipe down monthly

Acoustic Ceiling Tile

- Dust and vacuum bi-annually

EXHIBIT 1
COST SCHEDULE

Contract No. MS269-16
Janitorial Services
Exhibit 1 – Cost Schedule

Schedule A – Cost Pricing for Base Term (Years 1-3)					
Item	Description	Unit Type	Qty.	Unit Price	Extension
1	Facility #1: Metrolink Central Maintenance Facility (CMF)	Months	36	\$3,718	\$133,848
2	Facility #2: Metrolink Eastern Maintenance Facility (EMF)	Months	36	\$477	\$17,172
3	Facility #3: Metrolink East Ventura Crew Base	Months	36	\$286	\$10,296
4	Facility #4: Metrolink Moorpark Crew Base	Months	36	\$95	\$3,420
5	Facility #5: Metrolink Lancaster Crew Base	Months	36	\$286	\$10,296
6	Facility #6: Metrolink San Bernardino Crew Base	Months	36	\$191	\$6,876
7	Facility #7: Metrolink Riverside Crew Base	Months	36	\$191	\$6,876
8	Facility #8: Metrolink Operations Center (MOC)	Months	36	\$1,430	\$51,480
9	Facility #9: Metrolink Keller Yard – Trailer	Months	36	\$191	\$6,876
10	Facility #10: Metrolink Lang Yard	Months	36	\$191	\$6,876
11	Facility #11: Metrolink Pomona Melbourne Building	Months	36	\$1,573	\$56,628
12	Facility #12: Metrolink Maintenance of Way – Trailer	Months	36	\$477	\$17,172
13	Facility #13: Metrolink Maintenance of Way Headquarters	Months	36	\$238	\$8,568
14	Facility #14: Metrolink Maintenance of Way Field Office	Months	36	\$191	\$6,876
15	Facility #15: Metrolink Perris Valley Crew Base	Months	36	\$381	\$13,716
16	Facility #16: Los Angeles Union Station (LAUS) Platforms and Ramps	Months	36	\$6,006	\$216,216

Schedule A – Cost Pricing for Base Term (Years 1-3)					
Item	Description	Unit Type	Qty.	Unit Price	Extension
17	Facility #17: LAUS – Glass House Security Booth	Months	36	\$286	\$10,296
18	Facility #18: Metrolink Engineering Field Office	Months	36	\$95	\$3,420
19	Facility #19: Metrolink Dispatch Operation Center	Months	36	\$5,472	\$196,992
20	On-Call Hourly Labor Rate During Normal Operation Hours**	Hour	900	\$20	\$18,000
21	On-Call Hourly Labor Rate After Normal Operation Hours**	Hour	50	\$20	\$1,000
22	On-Call Hourly Labor Rate After On Authority Recognized Holidays**	Hour	40	\$20	\$800
Subtotal Cost Proposal for Base Term:					\$803,700

Note: *Monthly Flat Rate (Flat rate shall include all requirements set forth in Attachment A – Scope of Services

**Fully Burdened hourly rate includes all overhead costs, profit, fees, taxes, insurance, fringes, licenses, etc.

Schedule B – Cost Pricing for Option Term Years 4 & 5					
Item	Description	Unit Type	Qty.	Unit Price	Extension
1	Facility #1: Metrolink Central Maintenance Facility (CMF)	Months	24	\$4,056	\$97,344
2	Facility #2: Metrolink Eastern Maintenance Facility (EMF)	Months	24	\$520	\$12,480
3	Facility #3: Metrolink East Ventura Crew Base	Months	24	\$312	\$7,488
4	Facility #4: Metrolink Moorpark Crew Base	Months	24	\$104	\$2,496
5	Facility #5: Metrolink Lancaster Crew Base	Months	24	\$312	\$7,488
6	Facility #6: Metrolink San Bernardino Crew Base	Months	24	\$208	\$4,992
7	Facility #7: Metrolink Riverside Crew Base	Months	24	\$208	\$4,992
8	Facility #8: Metrolink Operations Center (MOC)	Months	24	\$1,560	\$37,440
9	Facility #9: Metrolink Keller Yard – Trailer	Months	24	\$208	\$4,992
10	Facility #10: Metrolink Lang Yard	Months	24	\$208	\$4,992
11	Facility #11: Metrolink Pomona Melbourne Building	Months	24	\$1,716	\$41,184
12	Facility #12: Metrolink Maintenance of Way – Trailer	Months	24	\$520	\$12,480
13	Facility #13: Metrolink Maintenance of Way Headquarters	Months	24	\$260	\$6,240
14	Facility #14: Metrolink Maintenance of Way Field Office	Months	24	\$208	\$4,992
15	Facility #15: Metrolink Perris Valley Crew Base	Months	24	\$416	\$9,984
16	Facility #16: Los Angeles Union Station (LAUS) Platforms and Ramps	Months	24	\$6,552	\$157,248
17	Facility #17: LAUS – Glass House Security Booth	Months	24	\$312	\$7,488
18	Facility #18: Metrolink Engineering Field Office	Months	24	\$104	\$2,496

Schedule B – Cost Pricing for Option Term Years 4 & 5					
Item	Description	Unit Type	Qty.	Unit Price	Extension
19	Facility #19: Metrolink Dispatch Operation Center	Months	24	\$5,970	\$143,280
20	On-Call Hourly Labor Rate During Normal Operation Hours**	Hour	900	\$22	\$19,800
21	On-Call Hourly Labor Rate After Normal Operation Hours**	Hour	50	\$22	\$1,100
22	On-Call Hourly Labor Rate After On Authority Recognized Holidays*	Hour	40	\$22	\$880
	Subtotal Cost Proposal for Option Term:				\$591,876

Note: *Monthly Flat Rate (Flat rate shall include all requirements set forth in Attachment A – Scope of Services

**Fully Burdened hourly rate includes all overhead costs, profit, fees, taxes, insurance, fringes, licenses, etc.

Schedule C – Cost Pricing for Base Term (Years 1-3) Restroom Supplies					
Item	Description	Estimated** Monthly Usage	U/M	Monthly* Cost	Extension*
1	Soap – Waxie 386312 - Foam Soap (Waxie Item # 386302)	12	Case	\$522	\$19,792
2	Soap – Waxie 388602 - Gojo Pumice Hand Cleaner 7272-04	6	Case	\$522	\$19,792
3	Soap – Waxie 380751- Pink Powdered Hand Soap	2	Case	\$100	\$3,600
4	Paper Towels (Roll) – Waxie 6800 (Waxie Item # 850636)	39	Case	\$1,170	\$42,120
5	Toilet Paper – Waxie 851308 Kleenline T Paper (Jumbo Rolls)	20	Case	\$420	\$15,120
6	Liners – Waxie 709438 - Clear Liners (48"x48") – 40 - 45 gal capacity	9	Case	\$261	\$9,396
7	Liners – Waxie 708410 - Black Liners (24"x33") – 12 - 16 gal capacity	3	Case	\$93	\$3,348
8	Liners – Waxie 704525 – Clear Liners (30"x37") – 20 - 30 gal capacity	6	Case	\$150	\$5,400
9	Seat Covers – Waxie 851530	6	Case	\$198	\$7,128
10	Urinal Screens/Blocks – Waxie 160221 Fresh Apple Deodorant Urinal Screen	5	Case	\$50	\$1,800
11	Air Freshener – Waxie 160881 Citrus – Aerosol Cans	5	Case	\$100	\$3,600
12	Paper Dispenser – Paper Towels and Toilet paper	5	EA	50	\$1,800
Subtotal Cost Proposal for Base Term:					\$130,896

* Includes Tax and Delivery

**Use for estimation only, quantities may increase or decrease

Schedule D – Cost Pricing for Option Term (Years 4-5) Restroom Supplies					
Item	Description	Estimated** Monthly Usage	U/M	Monthly* Cost	Extension*
1	Soap – Waxie 386312 - Foam Soap (Waxie Item # 386302)	8	Case	\$368	\$8,832
2	Soap – Waxie 388602 - Gojo Pumice Hand Cleaner 7272-04	4	Case	\$368	\$8,832
3	Soap – Waxie 380751- Pink Powdered Hand Soap	1	Case	\$50	\$1,200
4	Paper Towels (Roll) – Waxie 6800 (Waxie Item # 850636)	26	Case	\$780	\$18,720
5	Toilet Paper – Waxie 851308 Kleenline T Paper (Jumbo Rolls)	13	Case	\$273	\$6,552
6	Liners – Waxie 709438 - Clear Liners (48"x48") – 40 - 45 gal capacity	6	Case	\$174	\$4,176
7	Liners – Waxie 708410 - Black Liners (24"x33") – 12 - 16 gal capacity	2	Case	\$62	\$1,488
8	Liners – Waxie 704525 – Clear Liners (30"x37") – 20 - 30 gal capacity	4	Case	\$100	\$2,400
9	Seat Covers – Waxie 851530	4	Case	\$132	\$3,168
10	Urinal Screens/Blocks – Waxie 160221 Fresh Apple Deodorant Urinal Screen	3	Case	\$30	\$720
11	Air Freshener – Waxie 160881 Citrus – Aerosol Cans	3	Case	\$60	\$1,440
12	Paper Dispenser – Paper Towels and Toilet paper	3	EA	\$30	\$720
Subtotal Cost Proposal for Option Term:					\$58,248

* Includes Tax and Delivery

**Use for estimation only, quantities may increase or decrease

SUMMARY OF SCHEDULE OF QUANTITIES AND PRICES

Summary of Cost Schedule for Base & Optional Years	
Schedule A – Total Proposal Amount for Base Years	\$803,700
Schedule B – Total Proposal Amount for Optional Years	\$591,876
Schedule C – Total Proposal Amount for Base Years	\$130,896
Schedule D – Total Proposal Amount for Optional Years	\$58,248
Total Cost Proposal Amount:	\$1,584,720

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

EXECUTIVE-SUITE SERVICES, INC.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



WALTER N. PRINCE
President



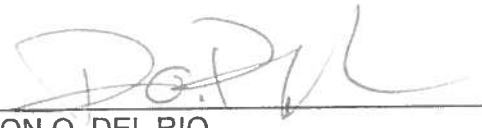
ARTHUR T. LEAHY
Chief Executive Officer

June 29, 2016
Date

Tax I.D. No. 95-2563912

APPROVED AS TO FORM:

By: _____


DON O. DEL RIO
General Counsel

TRANSMITTAL FORM FOR APPROVAL

Contract Administrator/Initiator: Sonny Ibrahim
Telephone Extension: 436

Signature:

[Handwritten Signature]

Agreement Number:
MS269-16

Amendment Number:

Date:

June 14, 2016

Agreement Name:
Janitorial Services

Description:

Contractor to provide janitorial services and restroom supplies to all nineteen (19) Authority facilities.

☒ **Contract Amount-** \$936,756.00

Vendor: Executive-Suite Services, Inc.

Approval Needed By: June 17, 2016

Was Board Approval Required? ☒ Yes ☐ No

If Yes, Date Approved by Board: June 10, 2016

☒ Item attached

☐ **Approval by Purchasing Agent**

Seq #	Action Legend	Position	Name	Approval Initials	Date Approved
1	P	Contract Administrator/Initiator			
2	A/S	Review by CA&P/Purchasing Agent			
3	A/S	Deputy Chief Executive Officer			
4	A/S	General Counsel			
5	A/S	CA Sends to Vendor for Signature		Sent:	Rcvd:
6	A/S	Purchasing Agent			

☒ **Approval by Chief Executive Officer**

Seq #	Action Legend	Position	Name	Approval Initials	Date Approved
1	P	Contract Administrator/Initiator	Sonny Ibrahim	<i>[Signature]</i>	6-14-16
2	A/S	Review by CA&P/Purchasing Agent	Lia McNeil-Kakaris	<i>[Signature]</i>	6/22/16
3	A/S	Deputy Chief Executive Officer	Elissa Konove	<i>[Signature]</i>	6/23/16
4	A/S	General Counsel	Don O. Del Rio	<i>[Signature]</i>	6/23/16
5	A/S	CA Sends to Vendor for Signature		Sent:	Rcvd:
6	A/S	Chief Executive Officer	Arthur T. Leahy	<i>[Signature]</i>	6-27-16

ACTION LEGEND:

A = Approval P = Prepare S = Sign

**PLEASE PROCESS ACCORDING TO SEQUENCE #
AND RETURN TO:**

Contracts Department Assistant
 Southern California Regional Rail Authority
 One Gateway Plaza, 12th Floor
 Los Angeles, CA 90012

Contracts & Amendments Distribution

Executed Original Copy:

To Vendor:

To File

PDF Copy:

To Contracts Drive

Update Contract Circulation Spreadsheet

INTEROFFICE MEMORANDUM

June 14, 2016

TO: Contract No. MS269-16 Janitorial Services

FROM: Sonny Ibrahim, Senior Contract & Compliance Administrator

SUBJECT: File History

SOURCE

Following a competitive procurement, Executive-Suite, Inc., was awarded the contract to provide Janitorial Services to the Authority's facilities. See attached Board item dated June 10, 2016 for background.

RATIONALE FOR METHOD OF PROCUREMENT

This project was competitively solicited as Request for Proposal (RFP) MS269-16 following the guidelines outlined in the SCRRRA Contracting Policies and Procedures.

COST/PRICE ANALYSIS

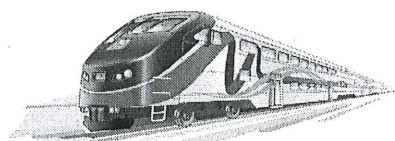
A bid comparison was performed by the Facilities Maintenance Department and the pricing was declared to be reasonable.

CONTRACT TYPE

This is a firm fixed contract price for a total amount not-to-exceed amount of \$936,756. The firm fixed contract is based on the bid submitted by the Contractor for the work to be performed.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL

A contract-specific DBE goal was not established for this contract; however, Executive-Suite Services, Inc. is a registered Small Business Enterprise (SBE).





SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

TRANSMITTAL DATE: June 3, 2016**MEETING DATE:** June 10, 2016**ITEM 10****TO:** Board of Directors**FROM:** Arthur T. Leahy *ATL***SUBJECT:** Contract No. MS269-16 – Janitorial Services –
Recommendation for Award – Executive-Suite Services,
Inc.**Issue**

Janitorial services are needed for Authority facilities and crew bases.

Recommendation

It is recommended that the Board authorize the Chief Executive Officer to award Contract No. MS269-16 Janitorial Services to Executive Suite Services, Inc. The requested contract is for three years with a single two-year option. The total not-to-exceed contract funding authorization amount is \$936,756 for the initial base period of three years. This award is subject to resolution of any protest timely filed.

Alternative

The Board may reject all proposals and direct staff to reissue a Request for Proposal (RFP).

Strategic Goal Alignment

This item aligns with the strategic goal of *ensure a safe operating environment* to enable a clean, healthy and safe workplace.

Background

Routine cleaning services and restroom supplies are needed to maintain nineteen properties for the Authority under this contract. The tasks vary from facility to facility and are performed in accordance with a schedule outlined in the scope of work. The current contract for this work [Contract No. MS230-11] expires June 30, 2016.

Procurement Approach

The Board initially approved the evaluation criteria for RFP No. MS269-16, Janitorial Services. Staff issued a Request for Proposal (RFP) on March 4, 2016. The solicitation was posted on the Authority's website, advertised in publications in the five member counties, and notices were sent directly to 236 firms registered on the Authority's website. Thirty-five firms requested the solicitation and eight firms were represented at the pre-proposal conference held on March 10, 2016.

Six proposals were received by the March 31, 2016 deadline from Executive-Suite Services, Inc., Macadi Cleaning Corporation, Professional Building Maintenance, Santa Fe Building Maintenance, ShelterClean Services, Inc., and Ultimate Maintenance Services, Inc. An evaluation team including staff members from the Authority's Facilities Maintenance, Safety, and Communications and Signals departments, and an outside evaluator from the Riverside County Transportation Commission, participated in the evaluation process.

Technical proposals for all six firms were evaluated and scored. Two of the proposers, Executive-Suite Service, Inc. and Santa Fe Building Maintenance, met or exceeded the pre-established minimum 42 point (60%) technical score to have cost proposals reviewed and scored. The final technical and cost scores of the two firms are listed below:

Firm	Technical	Cost	Total
Executive-Suite Services, Inc.	46	40	86
Santa Fe Building Maintenance	42	37	79

In accordance with the Board-adopted Contract Administration and Procurement Policies and Procedures CON-5, Cost and Price Analysis, staff determined the price proposed by Executive-Suite Services, Inc. to be fair and reasonable.

Executive-Suite Services, Inc., has performed similar services for the Authority as well as other government agencies, including the California Department of Motor Vehicles and the Los Angeles Department of Water and Power. References contacted indicate that the firm has provided satisfactory services.

Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) Requirements

This project is not federally funded; therefore, the DBE/SBE program is not applicable. However, Executive Suite Services, Inc. is a certified SBE.

Therefore, it is recommended that the Board authorize the Chief Executive Officer to award Contract No. MS269-16 Janitorial Services to Executive-Suite Services, Inc. for a base period of three years with a single two-year option, in the amount not-to-exceed \$936,756 for the base period.

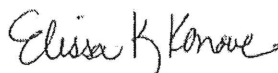
Budget Impact

Funding for janitorial services is included in the FY2016-17 Operating budget. Funding for subsequent years will be requested in future budgets.

Prepared by: Greg Harrington, Facilities and Fleet Maintenance Manager
Sonny Ibrahim, Senior Contract and Compliance Administrator
Lia McNeil-Kakaris, Assistant Director, Contracts and Procurement



Gary Lettengarver
Chief Operating Officer



Elissa K. Konove
Deputy Chief Executive Officer