



Building Maintenance Proposal

ACLCL



June 8, 2016

Patti Wilczek
ACLC
1900 3rd St
Alameda, CA 94501

Dear Patti:

We are pleased to have you as a potential client at **Anago**, and are confident we can be an affordable service to you. The enclosed information was prepared to help guide you in your decision about a service procurement agreement with us. Should you desire to contact us, our local office is located in San Jose, at 1460 Koll Circle, Suite B.

Our quote is based on time values outlined by the Building Service Contractors Association International. These time values are standards within our industry utilized in estimating Housekeeping Tasks. In the summary that follows, a custom-tailored program has been compiled for your building. All **Supervision, Labor, Supplies and Equipment, Payroll Taxes, and Insurance** have been included in the pricing schedule.

Our Franchisees' services are covered under an insurance policy for Bodily Injury, Property Damage, Public Liability, and Workers' Compensation.

We look forward to working with you in the near future.

Best Regards,

A handwritten signature in black ink, appearing to read "F. Calvillo".

Freddy Calvillo
Sales Manager
Anago of the Bay Area

Anago and the Franchise Owner Concept

Franchising of individually owned office cleaning businesses is a proven concept and it is widely used in the United States.

The concept works because of the simple principle that the owner of the business is the supervisor of, and major participant in, the actual cleaning and maintenance of the building. Therefore, since the person overseeing the actual work has a substantial investment in the business, he or she cannot afford to have an unhappy customer.

Your business benefits from unique features that set Anago Franchisees apart from other janitorial services including their use of our SmartClean™ program, communications log, solid client support, advanced recommended cleaning methods and equipment, and commitment to cleaning green. You can focus on your business, while our Franchise Owners keep your working environment safe and clean at a price you can afford.

People are simply more comfortable and productive in an environment that feels clean. With Anago's proven program, you receive a customized schedule of cleaning based on your priorities and budget. This rotational, systematic service ensures the highest level of cleanliness for the health of your employees and clients and also provides an unbeatable first impression!

Anago Operations

Insurance

Our Franchisees carry all required Workers' Compensation Insurance and Contractors' Comprehensive General Liability Insurance and pay all Social Security, State, and Federal Unemployment Taxes. Certificates are available upon request.

Working Tools

Following is a list of the "Working Tools" provided and used by our Franchise Owners, depending on the type of service rendered: Wall Brushes, Waxes, Carpet Sweepers, Squeegees, Wax Cleaners, Disinfectants, Vacuum Cleaners, Wiping Cloths, Metal Polish, Chamois, Wet Mops, Rubber Gloves, Dust Cloths, Floor Machines, Scouring Powder, Buckets, Mop Presses, Floor Dressings, Dust Mops, Dust Pans, and Sponges.

Hours of Service

Daily hours shall be Monday through Friday, after 5:00 p.m., unless otherwise specified. Holidays excluded are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Supervision

Anago shall stay in close contact with both management and cleaning personnel concerning all work performed. To this end, Anago Franchisees and their employees maintain the latest in communication technology, to ensure close communication as well as necessary follow-up procedures.

Security

A Communications Follow-Up Log is maintained, describing the situation in question and the follow-up that transpired. Anago's nightly checklist ("The Third Pass") provides checks to ensure the building is properly secured upon completion of duties.

Initial: _____

PID: ACLCSCHOOL

SID: 94501

Area Specifications

We are pleased to submit this Proposal to furnish Janitorial Service **5 Days per Week** herein specified at the following location:

ACLCL
1900 3rd St
Alameda, CA

Serviced Areas:

- A. Classrooms**
- B. Common Areas**
- C. Restrooms**

The specifications and the terms as set forth describe the services to be performed, frequency, and conditions of the agreement. The Client requests that products and materials used are those that are recommended by Anago.

Cleaning Specifications

Job Site: ACLCL, Alameda

Time Window: Monday thru Friday after 3pm

Nightly Cleaning

Serviced Areas: Classrooms

- All trash receptacles will be emptied and trash removed to dumpster area. All liners furnished by (ABS).
- Disinfect sink & counters.
- Disinfect teacher's desk.
- Disinfect all class desks.
- Dust mop hard surface floors.
- Damp mop hard surface floors.
- Disinfect door handle and area around door handles.
- Vacuum walk off mats, throw down mats
- Dust baseboards.
- Dust windowsills.
- Dust ceiling corners and remove cobwebs.

Serviced Areas: Office's

- All trash receptacles will be emptied and trash removed to dumpster area. All liners furnished by (ABS).
- Disinfect telephones.
- Dust desktops, tables, counters and filing cabinets.
- Wipe clean and disinfect desk table and counter surfaces and spot clean other obvious finger prints/marks.
- Vacuum all traffic areas of carpeting.

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Serviced Area: Restrooms

- Fill dispensers with towels, tissue, and hand soap. (Supplied by ABS). Wipe dispenser fronts.
- Empty sanitary napkin receptacles, disinfect, and re-line from stock.
- Empty trash receptacles and wipe, if needed.
- Dust sink traps, counters, ledges, tops of partitions, mirrors, and air grills.
- Sweep tile floor.
- Disinfect interior and exterior of toilets, toilet seats, and urinals. Polish chrome.
- Spot clean toilet partitions.
- Clean sinks and polish chrome fittings.
- Remove splash marks from walls around sinks.
- Clean and polish mirrors.
- Wet mop restroom floors with disinfectant, pouring water down drains to eliminate odors.

Monthly Cleaning

Serviced Areas

- Spot clean light switches and doorframes.
- Dust vertical and venetian blinds.
- High dust HVAC vents and louvers.

Day porter Services:

- Sweep common areas
- Police black top for debris
- Monitor restrooms and restock restroom supplies
- Clean up spills
- Attend to any staff requests

Service Procurement Agreement

WHEREAS: ACLC is desirous of the services of **Anago** for the purpose of keeping the building properly cleaned as outlined, and **WHEREAS:** **Anago** is in the business of procuring for its clients, maintenance and janitorial services, under the trade name and operating style unique to **Anago**, and desires to contract with **ACLC** for the performance of said janitorial services to be further set out in this agreement.

THEREFORE: In consideration of the faithful performance of the services hereinafter specified, the compensation to be paid therefore and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed and the mutual benefits to each of the parties therefore, it is hereby contracted and agreed to as follows:

I.

Anago agrees to have the SERVICED AREAS serviced 5 Days per Week as outlined in the Area Specifications attached hereto and by specific reference made a part hereof.

II.

Anago agrees to have its representatives furnish all equipment, tools, and other paraphernalia necessary to the performance of the duties, said duties being to maintain the SERVICED AREAS in a neat, clean, and orderly condition as outlined in the Cleaning Specifications attached hereto and by specific reference made a part hereof.

III.

In consideration of the performance by **Anago's** representatives of the janitorial services to be rendered as described herein,

ACLC agrees to pay the sum of: **Four Thousand Four Hundred Twenty Five Dollars (\$4425.00) – Per Month**

Plus Applicable Sales Tax. Payment shall be due on or before the TENTH day of each month for said month's services. A late charge of 1.5% per month will be assessed on all invoices thirty days past due. Adjustment to reflect additions or deletions of space cleaned or for change in frequency of service will be made as requested. The new price and condition will be in writing and signed by both parties.

It is agreed that on the 2nd anniversary of this Agreement and for each subsequent anniversary date, **ANAGO** shall have the right to raise the above price an incremental 5% per year in order to accommodate cost of living and material & equipment increases unless otherwise agreed to.

IV.

It is expressly agreed that **Anago** and its representatives are not, and shall not be, during the term hereof, employees of **ACLC**, but are independent contractors, and in this regard **Anago** and its representatives will not be within the protection or coverage of **ACLC's** Workers' Compensation Insurance and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid **Anago** herein, the same being contract payments and not wages.

V.

It is agreed that **Anago** will select all representatives to perform the agreed upon obligations. **ACLC** warrants, covenants, and agrees that during the term of this agreement and within one hundred eighty (180) days after termination, that they will not employ any employee, agents, associates, or Franchisees of **Anago**. **Anago** warrants, covenants, and agrees that during the term of this agreement and within one hundred eighty (180) days after termination, it will not employ any employees, agents, associates, or Franchisees of **ACLC**.

VI.

The term of this agreement shall be for one (1) year from the start date identified herein, and thereafter shall automatically be extended on the same terms and conditions unless terminated by one of the parties in accordance with the terms of this paragraph. This agreement may be terminated for non-performance only. Before any such termination is effective, **ACLC** agrees to notify **Anago** in writing of the non-performance items and to give **Anago** fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, the terminating party must give the non-terminating party a thirty (30) day written notice via certified mail with return receipt requested, stating the non-performance items.

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VII.

The parties agree and understand that it is impossible to determine the actual damages caused by a breach of this agreement by **ACLCLC**. Therefore, any amount due and owed under this contract for any remaining part of the term of this contract shall be accelerated as due and owed in the event of a breach of the obligations to make payments hereunder. Such acceleration will be liquidated damages due and owed to **Anago**.

VIII.

ACLCLC agrees not to withhold any portion of the monthly contract amount for any reason, unless prior written permission is obtained from **Anago**, as the obligation to make payments hereunder is an independent obligation. In the event that enforcement of any obligation, owed to **Anago**, is placed in the hands of an attorney for collection, compromise or any other action, **ACLCLC** agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted.

IX.

This contract will be governed by the laws of the state of California. The parties hereto submit to jurisdiction in Santa Clara County, California. All actions brought pursuant to this contract shall be brought in Santa Clara County, California. The parties further agree to service of any action filed in Santa Clara County, California, via certified mail.

ACLC

Floor Care Services

| | | (Initial) |
|--|--------|-----------|
| Strip and finish all vinyl tile floors (4 coats) SQ FT =7000 | \$2100 | _____ |
| Scrub and finish all vinyl tile floors (1 coat) SQ FT =7000 | \$1400 | _____ |
| Hot water extraction of specified carpeted areas SQ FT =2100 | \$315 | _____ |
| (Moving of furniture is \$30/hour extra) | | |

Additional Services

| | | (Initial) |
|--|--------|-----------|
| Day Porter (Contract Basis) (Monday thru Friday from 9-3pm) | \$2580 | _____ |

****Anago will provide 1 free strip and wax with 1 year service agreement by beginning of school year. Valid until 12/01/2016****

_____ Date: ____/____/____
 Print Name Authorized Client Signature

Operations Use Only

ACLC

Floor Care Services Completed

| | | (Initial) |
|--|--------|------------------|
| Strip and finish all vinyl tile floors (4 coats) SQ FT =7000 | \$2100 | _____ |
| Scrub and finish all vinyl tile floors (1 coat) SQ FT =7000 | \$1400 | _____ |
| Hot water extraction of specified carpeted areas SQ FT =2100 | \$315 | _____ |
| (Moving of furniture is \$30/hour extra) | | |

Additional Services

| | | (Initial) |
|--|--------|------------------|
| Day Porter (Contract Basis) (Monday thru Friday from 9-3pm) | \$2580 | _____ |

Print Name

Authorized Client Signature

Date: ___/___/___

Initial: _____

Contract Authorization – CLIENT COPY

X.

Anago of the Bay Area
1460 Koll Circle, Suite B
San Jose, CA 95112



Sales Manager
Title

Freddy Calvillo
Print Name

TOFF, Inc., d/b/a
Anago of the Bay Area

ACLC
1900 3rd St
Alameda, CA

Title

Print Name

Authorized Client Signature

Emergency contact Information:

Name: _____

Phone number: _____

Contract Amount: (\$4425.00)

Time Window: Monday thru Friday after 3pm

Day porter Monday thru Friday 9-3pm

Initial: _____



Contract Authorization - ANAGO COPY

X.

Anago of the Bay Area
1460 Koll Circle, Suite B
San Jose, CA 95112

Sales Manager
Title

Freddy Calvillo
Print Name

TOFF, Inc., d/b/a
Anago of the Bay Area

ACLC
1900 3rd St
Alameda, CA

Title

Print Name

Authorized Client Signature

EMAIL Address: _____

Emergency contact Information:

Name: _____ Phone number: _____ Email: _____

Billing Address (if different from above): _____

A/P Contact: _____

Please make checks payable to: Anago Franchising Inc.

Credit card payment options are available. A surcharge will be added to the monthly billing amount for processing. Please contact your Anago office for applicable rates and forms.

Contract's Signing Date: ___/___/___

Contract's Starting Date: ___/___/___

Contract Amount: (\$4425.00)

Time Window: Monday thru Friday after 3pm

Day porter: Monday thru Friday 9-3pm

ANAGO BAY AREA FAX: 408/441-9701

Initial: _____