

JUN 22 2022

6:05 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 28, 2022**
Originating Department: **Public Works**

Department Director: Arturo Cervantes Interim City Manager: Chris Jeffers

SUBJECT: AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE FOR CUSTODIAL AND MAINTENANCE SERVICES FOR CITY FACILITIES

PURPOSE: The Public Works Department provides custodial and maintenance services for various municipal facilities through the services of a maintenance contractor. The current contract is with Merchants Building Maintenance, and it expires on June 30, 2022. Staff is recommending awarding a three-year contract to Merchants Building Maintenance.

RECOMMENDED ACTIONS: The City Council will consider:
a. Approving an Agreement with Merchants Building Maintenance to provide custodial and maintenance services for a three-year term, in an amount not to exceed \$1,149,281; and
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The Agreement is in the amount of \$1,149,281 and it is proposed to be funded in Fiscal Years 2022/23 to 2024/25 (3 fiscal years), as summarized below.

Fund Type Account No.	General Fund (100-710-12-6702)	Lighting & Landscape Fund (251-714-25-6702)	Water Fund (411-731-71-6702)	Sewer Fund (412-732-52-6702)	ARPA (268-900-12-6702)	Total
FY 2022/23	\$265,962	\$10,204	\$30,871	\$20,776	\$82,921	\$410,734
FY 2023/24	\$265,962	\$10,204	\$30,871	\$20,776	\$82,921	\$410,734
FY 2024/25	\$265,962	\$10,204	\$30,871	\$20,776		\$327,813
Total	\$797,886	\$30,612	\$92,613	\$62,328	\$165,842	\$1,149,281

ANALYSIS: Merchants Building Maintenance was selected for this contract through the competitive selection process identified in the South Gate Municipal Code Section 1.54.350 (Procedures for Professional and Other Services). This selection process entailed issuing a Request for Proposal, ranking proposals, and interviewing and ranking contractors. Merchants Building Maintenance was selected by the interview panel for the reasons following: (a) Reasonableness of fee, (b) Custodial and Maintenance Service experience, (c) Experience with City facilities over four years (d) Company resources, and (e) Reference check.

The proposed contract includes the following:

- A budget of \$313,513 for annual janitorial services to provide for the upkeep of the City Hall, Museum/Civic Center, Police Department and Jail, Police Department Narcotic Unit facility, and the Public Works Corporation Yard buildings.
- A budget of \$165,842 for COVID-19 cleaning services. These services include the addition of personnel to clean and sanitize the touch points in the South Gate Police Department, City Hall, Civic Center, and the City Corporate Yard.
- A budget of \$14,300, or \$4,767 annually, is included for as-needed services that arise from time to time during the year. This budget will fund up to 200 hours of labor as the bid locks in the hourly rates for the term of the contract. Examples include cleaning the floors of the warehouse at the Public Works Corporate Yard, requests from the Police Department for extra cleanings, and additional cleaning after special events.

The City's current custodial and maintenance services contract with Merchants (Contract No. 3451) is in the amount of \$236,866 for annual services, as compared to the proposed \$313,513. The annual costs have increased because of increased labor costs to address minimum wage increases and adding of the Police Department satellite office at El Paseo Shopping Center to the locations to be serviced.

BACKGROUND: The City utilizes the services of a janitorial contractor for the upkeep of the City Hall, Museum/Civic Center, Police Department and Jail, Police Department Narcotic Unit facility, and the Public Works Corporate Yard buildings. General custodial services include daily trash removal, vacuuming, sweeping, carpet cleaning, floor maintenance, dusting, interior window washing, and wall washing in these facilities that provide staff or public use.

In addition, as a precautionary safety measure to COVID-19, the contractor will perform sanitation services that requires additional personnel to clean and sanitize the touch points in the South Gate Police Department, City Hall, Civic Center, and the Public Work Corporate Yard. Essential public services are provided in these facilities; thus, their upkeep is a priority. Public spaces must be cleaned regularly given the large volume of foot traffic and public use. An effective janitorial service provider will ensure that public facilities are properly maintained regardless of the frequency in use, and of the purpose.

The City's current three-year contract for custodial services with Merchants Building Maintenance expires on June 30, 2022. A Request for Proposal (RFP) for custodial and maintenance services was issued on March 17, 2022, to three service qualified providers to secure a new contract. An optional informational pre-proposal meeting was held on April 14, 2022, with the participation of the three companies. On May 2, 2022, proposals were received in the City Clerk's Office from the three contractors as summarized on the following page.

A panel consisting of staff from the Parks and Recreation, Police and Public Works Departments reviewed and ranked the proposals. The rankings weighed on multiple criteria such as company

profile and experience, staffing capability, employees' qualifications and background check, equipment, familiarity with services, service record, references and cost.

Merchants Building Maintenance Services has been the City's janitorial service provider for the last four years. They have met contract requirements satisfactorily, inclusive of providing COVID-19 disinfecting protocol services. Merchants Building Maintenance Services is located in the City of Santa Ana and has have been in business for over 50 years. With over 5,000 employees, it is one of the largest janitorial service companies in the west providing services throughout California. Merchants Building Maintenance Services offers the following: (a) reasonable service fee, (b) strong municipal custodial and maintenance experience with skilled workers, (c) extensive company resources, (d) good references, (e) training and monthly safety meetings, and (f) monthly inspections. Their clients include the cities of Beverly Hills, Tustin, and Garden Grove.

Proposal Summary

	Annual Custodial Cleaning	COVID-19 Cleaning	Optional Services	Annual Total
Merchants Building Maintenance	\$313,513	\$82,921	\$14,300	\$410,734
DMS Facility Services	\$406,364	\$92,310	\$20,038	\$518,712
Ultimate Maintenance Services	\$308,100	\$77,400	\$20,000	\$405,500

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Cost Comparison
 - C. Instructions to Proposers
 - D. Merchants Proposal

OH:yp/lc

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES (this “**Agreement**”) is entered into as of July 1, 2022 by and between the City of South Gate, a Municipal corporation (the “**City**”) and Merchants Building Maintenance, a (“**Contractor**”), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. The City is willing to accept that offer, subject to the terms and conditions of this Agreement.

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work**. The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the maintenance services (“**Work**”) identified on Exhibit “A” hereto. The locations at which such Work is to be performed (“**City Facilities**”) are also identified on Exhibit “A” hereto. The Work shall include all the terms and conditions of Contractor’s proposal dated May 2, 2022 (“**Proposal**”), which shall be attached as part of Exhibit “A” and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor**. The maximum amount of compensation to be paid to Contractor hereunder shall not exceed One Million One Hundred Forty-Nine Thousand Two Hundred Eighty One Dollars (\$1,149,281), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit “B”. Except as may be specifically set forth in Exhibit “B”, or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit “B”, on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct

unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement.** The term of this Agreement (“**Term**”) shall commence on July 1, 2022, and shall terminate on June 30, 2025, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City’s Director of Public Works (“**Director**”), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor’s conformance to the terms of this Agreement, pursuant to the City’s established review and approval procedures as the same may be amended from time to time. Without limiting the City’s rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Contractor Must Pay Prevailing Wages to its Employees.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor’s performance hereunder is subject to Contractor’s compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay “prevailing wages” to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations’ web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor’s responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **Performance Standards and Requirements.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

11.5 **No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit “A” which are the subject of this Agreement.

13. **No Assignment.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City’s award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor’s such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City’s prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using

counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **Insurance.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 **Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.

15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement

(CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 **Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 **Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. **Termination for Convenience.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "**Termination Notice**") that specifies a termination date (the "**Early Termination Date**") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **Notice of Default and Termination for Cause.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("**Default Notice**"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **City's Remedies for Contractor's Failure to Perform.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 **Issuance of Cease and Desist Order.** The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 **Injunctive Relief.** The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 **Other Relief.** The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. **Indemnification and Defense.** Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous.**

20.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8550 California Avenue
South Gate, California, 90280
Attn: Arturo Cervantes,
Assistant City Manager/
Director of Public Works
Telephone No.: (323) 563-9500
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

With a copy (which shall not constitute notice) to:
Craig D. Hardwick, Esq.
AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

To Contractor:

_____, California 9_____
Attn: _____
Telephone No.: (____) _____
Fax No.: (____) _____
E-mail: _____@_____

With a copy (which shall not constitute notice) to:

_____, California 9_____
Attn: _____
Telephone No.: (____) _____
Fax No.: (____) _____
E-mail: _____@_____

20.2 **Time.** Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 **Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 **Severability**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 **Further Assurances**. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 **No Waiver**. Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 **Rights and Remedies**. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 **Joint and Several Liability**. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 **No Third-Party Beneficiaries**. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 **Patriot Act Compliance**. Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling

legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.)

20.19 . **City Council Approval Required for Effectiveness of Agreement.**

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas (Signature)
Raul F. Salinas, City Attorney

MERCHANTS BUILDING MAINTENANCE:

By: _____
(CONSULTANT'S NAME)

Dated: _____

Exhibit "A"

Scope of Work

The types and frequencies of the maintenance work to be performed by Contractor, and the locations of the City-owned facilities at which such work is to be performed, are set forth in detail on the pages which are attached following this Exhibit "A" cover page.

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

SCOPE OF WORK

The City of South Gate is requesting proposals from qualified Contractors to provide complete professional janitorial services at various City facilities. The intent and purpose of this RFP is to define the janitorial services requirements for various facilities owned and operated by the City of South Gate that are included in the RFP. The objectives of the City are to secure a timely, consistent, and cost effective janitorial contract from one Service Provider, to ensure clean and safe office facilities for employees and customers doing business with the City.

Section - 1 Facilities to be Serviced - Locations, Approximate Square Footage, Frequency

FACILITY	LOCATION	APPROX SQ FOOTAGE	FREQUENCY
City Hall	8650 California Avenue	26,576	5 days/week Mon-Fri
Civic Center – Human Resources	8680 California Avenue	8,123	5 days/week Mon-Fri
Police Department	8620 California Avenue	54,340	7 days/week Sun-Sat
Police Department Jail	8620 California Avenue	4,094	7 days/week Sun-Sat
Police Department Sub-Station	4244 Santa Ana Street	10,000	7 days/week Sun-Sat
Police Department El Paseo Sub-Station	8634 Garfield Ave	4,750	1 day/week Sun-Sat
Public Works Corporation Yard	4244 Santa Ana Street	37,750	6 days/week Sun-Fri

Section – 2 Technical Specifications

The Contractor shall be responsible for maintaining South Gate's owned facilities to the highest standards suitable for public use. Services shall include, but are not limited to the following; COVID-19 cleaning and disinfecting, receptacle emptying and cleaning, restroom cleaning and servicing, floor/carpet care, horizontal and vertical surface cleaning, and window/glass washing service, high dusting and cleaning.

TRAINING AND SAFETY

Contractors, at their own expense, shall provide each of their employees who will be working on the job site, with the training needed to safely and competently perform the services required by this contract, including any requirements for Green Cleaning.

The Contractor must be familiar with all applicable Federal, State, City, City and Local Laws, Regulations or Codes and be governed accordingly as they apply to this service and must be aware of the safety standards concerning materials used. Without limiting the generality of the foregoing, the Contractor shall comply with the "Best Practices to Prevent COVID-19 Guidance for Businesses and Employers" published by the Los Angeles County Department of Public Health on its website page at <http://publichealth.lacounty.gov/acd/ncorona2019/BestPractices/>. Such compliance shall pertain both to the Contractor's performance of services at City facilities, as well as to safety measures taken by Contractor to protect the health of its employees while they are performing services at City facilities. The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers. Contractor shall maintain a copy of Material Safety Data Sheets (MSDS) on-site for chemicals and cleaning products used.

The contractor shall notify City staff if practicable, of any condition it may become aware of which may adversely affect the safe operation of the facility, the correction of which is not within the contractor's control.

The contractor and its staff shall communicate only with designated City representatives regarding project scope, performance issues and other applicable details. Contractor's janitorial staff are not to discuss, communicate or accept any directions from City employees, other than the designated City representative, who will communicate to the Contractor any special instructions or requirements.

The Contractor's area service manager and on-site supervisors and backup personnel who will be performing service for this contract must read and be familiar with the requirements of this contract.

Contractor employees shall be trained in accident prevention and provide caution signs necessary to warn persons of unsafe conditions.

The contractor shall be obligated to ensure employees are trained and medically cleared to perform any work that is called for under this contract. The contractor shall also be required to assess the need for, and provide their employees personal protective equipment (PPE) as required.

The Contractor must document all training for each employee. The record shall show, at a minimum, the employee's name, date and type of training provided. A copy of the training records must be made available to the City upon request.

All chemicals brought on-site shall be purchased by the contractor and stocked in closets in their original containers. The chemicals shall remain in their containers until diluted or mixed for use. All solution bottles and spray bottles shall be in safety containers, which are safe for handling and their intended use. All containers must be properly labeled by the manufacturer or have a photocopy of the label from the chemical container affixed to the container.

SUPPLIES

The Contractor shall furnish all supplies necessary for the work required under this RFP with the exception of paper products, trashcan liners, hand soap and water-free urinal cleaner and screens as listed in Exhibit A-2. The water-free urinal filter cartridges are replaced by City staff.

No supplies shall be used that the City or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment. Only biodegradable products are to be used. ***The Bidder shall provide a list of products necessary for the performance of the Contract. Failure to provide this list shall be a basis for rejection of the Proposal.*** The City may require samples of the products offered. The successful bidder shall supply Product Brochure and the material Safety Data Sheets (MSDS) within ten (10) days after the award of the Contract. Submission of this list is MANDATORY.

In each janitorial closet in a conspicuous location, a listing of the cleaning products in that location must be posted.

OSHA GUIDELINE COMPLIANCE

MATERIAL SAFETY DATA SHEETS - The successful bidder shall furnish to the Contracting Officer copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the facility and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the facility, a copy of that product's MSDS must be provided to the Contracting Officer, prior to the product being used in any facility. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

LABELING OF HAZARDOUS MATERIALS - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.

CAUTION SIGNS – Contractor shall use caution signs (i.e., wet floor, etc.) as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs shall be on-site on commencement of Contract.

PPE (Protective personal equipment) shall be provided to employees when conducting cleaning of pathogens.

LABELING OF SUPPLIES AND CHEMICALS

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and City laws, ordinances, rules and regulations.

SLIP RESISTANCE

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors.

Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

GERMICIDAL PROPERTIES

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

EQUIPMENT

All necessary cleaning equipment including power-driven floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the bidder. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the facility or its contents. All equipment must be in good working condition at all times. Any non-working equipment shall be repaired or replaced within twenty-four (24) hours of equipment becoming unserviceable.

The City will provide water and electricity necessary to perform services required for this contract at no cost to the Contractor.

The City will provide the Contractor a reasonable amount of storage space needed to store supplies and equipment used to fulfill the requirements of this contract. Space for on-site storage of supplies is limited in many City facilities. Contractor must arrange for frequent replenishment of supplies to maintain stocks required. Contractor agrees to keep these areas

neat and clean at all times. The Contractor will be responsible and take all risk of loss, damage or theft of any supplies and equipment stored at each location. Contractor accepts risk of loss or damage for equipment stored on City property.

Contractor may provide tools, documentation, or other equipment in the City's building for Contractor's convenience in performing Contractor's services. Such equipment shall remain Contractor's property. Contractor retains the right to remove such items at any time during the term, or upon the termination, of this Agreement.

SUPERVISORS

Contractor Responsibilities

1. Provide competent supervision. The Contractor shall be responsible for the quality of work of their employees. The Contractor shall be responsible for the supervision and direction of the work performed by their employees and shall provide a supervisor to perform quality control for the various shifts.
2. The Contractor shall provide trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract. Each supervisor shall be capable of verbal and written communication in the English language and shall be capable to effectively communicate with the service workers. In addition, staff working without a supervisor on-site shall be capable of understanding basic directions in English.
3. The Supervisor shall have the authority to act as agent for the Contractor in their absence. The Supervisor must be familiar with the requirements of this contract and be able to make sure all contracts' specifications are followed.
4. The Supervisor shall conduct a daily inspection and evaluation of all assigned areas of work, note all discrepancies, assure they are corrected, and monitor service workers to ensure they are performing assigned tasks. Supervisor will ensure all required doors are locked after rooms are cleaned each shift. The Supervisor shall complete and provide a daily digital or written inspection report to the designated City contract manager. The report shall contain all the tasks required and shall be unique for each site and include all rooms, halls, restrooms, etc. Reports will be generated for all specialized, deep cleaning or seasonal work as well. The City will work with the Contractor to develop comprehensive reports for each site.
5. The Supervisor shall not double as a working employee as experience has shown that with all the sites, distance between sites and employees to manage, this is not a viable use of the Supervisor.
6. Contractor(s) shall at all times enforce strict discipline and good order among employees. No children, friends, or relatives, or a person not employed and assigned to work site, are allowed on the premises. Unauthorized use of City property or a City employee's property is prohibited. Employees may use City break rooms during their designated breaks and meals; however, they need to clean up after themselves.

MANDATORY REQUIREMENTS FOR CONTRACTOR PERSONNEL

All City facilities must be fully staffed starting on the first day of work and during the term of the Contract.

Custodians shall be employees of the Contractor and must have legal right to work in the United States; day laborers, subcontractors or independent contractors (Form 1099 recipients) are not acceptable.

Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract.

The Contractor shall obtain Live Scan checks at its expense on all custodial personnel assigned to this contract. They must be cleared by their first day on the job. Failure to provide "Live scanned" staff will result in deduction for time missed. If any contractor employee is convicted of any serious offense may not work at City facilities and they must be replaced immediately.

Contractor Employee Identification and Building Access. All employees shall wear apparel that bear company name/logo and the on-site supervisor must wear distinctive company apparel that clearly identifies them as a supervisor.

Identification badges shall be furnished and paid by the Contractor and worn by all Contractor's employees while on City premises. The badge shall have the employee's picture and name.

Access to the facility shall be as directed by the Maintenance Manager or his/her representative. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized City representative. All doors shall remain locked, and no doors shall be propped open at any time.

Employees may use City break rooms for their meals; however, they must clean-up after themselves.

Contractor shall require all employees performing under this Contract to personally sign and be responsible for each key, security fob, and security code to gain entry to work areas. Keys, fobs, and codes are to be used only by the individual who has signed the Property Issuance Form. A Lock Box will be setup at each site for keys to remain onsite. When an individual is no longer employed by the Contractor, the keys and fob must be immediately returned to the City. If a key is lost, the City Facilities Maintenance Supervisor or his designee must be notified immediately. In either case, a message must be left with the Facilities Maintenance Supervisor at 323-563-5786. Use of keys by any other person other than the individual signing for the form will be ample cause for termination of the Contractor. The City reserves the right to charge the Contractor for lost or damaged keys or rekeying of door locks.

CONTRACTOR QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted with the proposal. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or City staff point out the deficiencies. This QCP is of paramount importance. The program shall include, but not limited to the following:

A. An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a written or digital checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection is to be provided to the Facilities Maintenance Supervisor within twenty-four (24) hours of inspection.

CLEANING PROCEDURES

In the implementation of this contract vendor will develop and implement procedures to avoid exposure of building occupants to potentially hazardous chemicals that adversely impact air quality. Proposer shall minimize cross-contamination of regularly occupied areas by chemical pollutants. In accordance with contract specifications regularly maintain permanent entryway systems (grills, grates, walk off mats etc.) to capture dirt, particulates, etc. from entering the building at all high-volume entryways. Where chemical use occurs (including housekeeping storage areas) maintain practices to ensure that chemical contaminants are adequately dispersed without entering occupied areas. Ensure that drains plumbed for appropriate disposal of liquid waste are used where water and chemical concentrate mixing or disposal occurs to provide environmentally appropriate disposal of liquid waste. When performing maintenance cleaning, custodians should use as little cleaning product as possible to effectively clean the area. When using deep-cleaning products, custodians should carefully apply a minimal amount of the product and allow time for the product to work rather than applying additional product.

CLEANING ACTIVITY SPECIFICATIONS

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The cleaning activities are defined in Attachment 1 (Frequency of Cleaning Service) outlining the level of service required for each type of building area.

Receptacles

All trash and paper shall be removed and collected at the Dumpster sites according to the schedule.

Receptacle Emptying and Cleaning

All interior trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The Facilities Maintenance Supervisor shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Trash shall not be allowed to blow around grounds by the dumpsters. Spills resulting from collection process shall be promptly cleaned.

Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified with the on-site supervisor.

Receptacle Cleaning and Disinfecting

On an as needed basis, trash receptacles shall be thoroughly cleaned inside and out, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished according to schedule to ensure adequacy of supplies and hygienic condition of restrooms.

Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.

Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches.

Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

Tile De-scaling

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

Vinyl Tile Floor/Wall Cleaning

Vinyl tile floors and walls shall be thoroughly scrubbed with a heavy-duty disinfectant/detergent solution per schedule. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

Restroom Supplies.

Restrooms shall be serviced according to schedule and as frequently as necessary to ensure sufficiency of supplies and hygienic condition. Extra supplies (i.e., toilet paper) shall be left when necessary to ensure ample supply between cleanings. Hand towels, soap, toilet tissue and toilet seat covers, shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleanings.

Sanitary napkin and tampon disposal containers shall be emptied daily and sanitized per schedule Floor Maintenance

Sweeping/Dust Mopping

Floors shall be swept, or dust mopped according to the schedule to present a clean and orderly appearance at all times. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, and other places accessible to the broom or dust mop.

Removing Gum/Tar, Etc.:

Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

Spot Mopping

According to the schedule and as needed, spills, spots and stains shall be damp mopped to ensure a uniform clean appearance. Spilled materials must be cleaned immediately to prevent damage to floor finishes. If practical, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.

Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

Stripping and Refinishing:

This procedure shall be employed according to schedule to remove accumulations of dirt, finish, scuff marks, discoloration, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to original position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coat of slip-resistant floor finish. If separate sealer and finish coats are applied, allow adequate drying time between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED.

Finished or refinished floors shall present a uniform shine and shall not have buildup or finish along edges or in corners. Overlapping finish marks shall not be apparent.

Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

Vacuuming

Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments.

Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved and replaced. Carpets shall be free from lint and debris.

Spot Cleaning

Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. The type of cleaner used shall not cause fading or discoloration. Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, watermarks, etc. Indelible stains, which cannot be removed by spotting and shampooing, shall be reported to the Facilities Maintenance Supervisor. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

Shampooing

This procedure shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of approved method to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. The City shall give the Contractor at least one week notice prior to shampooing carpets except under extreme circumstances. Signs must be posted at least forty- eight (48) hours prior to the scheduled work. The Contractor is responsible for placing sufficient fans to allow the carpet to properly dry before the area is occupied. Chair mats or similar items shall not be placed on damp carpet. Carpets damaged due to improper drying procedures shall be replaced at the Contractors expense.

Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 84" or about in height) that comprise the furnishings and structures of the facility including, but not limited to office furniture chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, computers, telephones, etc.

NOTE: Unless requested, objects (books, papers, pens, pencils, partially filled or empty beverage containers, files, etc.) on horizontal surfaces (including floor) should not be moved to accomplish cleaning. If requested, the City employee is responsible for clearing any materials and returning them.

Spot Cleaning

Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, smears, spills, etc. and shall present a uniformly clean appearance.

Dusting

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

Damp Wiping

Damp wiping or washing of horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the original position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 84" or about in height) that comprise the furnishings and structure of the facility and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

Wall Scrubbing This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from dirt, splashes, soap residue, fingerprints, etc. and shall present a uniformly clean appearance.

Baseboard Cleaning

Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc. Care shall be taken when vacuuming that marks are not left on the baseboards and shall be cleaned immediately if staff does bump and leave marks.

Drinking Fountain Cleaning and Disinfecting

Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the janitorial supervisor. Wall areas around the fountains shall be free from water spots and streaks.

High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 84" or about in height) or special, long reach cleaning device which comprise the structure and furnishing of the facility and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. shall be cleaned according to schedule. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

Cleaning Vents, Grills, Etc.

Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents. Cleaned vents, grill, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

Cleaning Light Fixtures/Filters

Light fixtures/filters (egg crates, diffusers, etc.) shall be cleaned or dusted using appropriate cleaning methods without disassembly of any fixtures. Care shall be taken to prevent cracking or breakage.

Cleaning Window Coverings

Window coverings shall be cleaned according to schedule. Care shall be taken to prevent damage.

Window/Glass Washing Service Requirements

The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at each facility according to schedule.

The Contractor shall wash and dry both the inside and outside according to schedule window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof.

The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.

Acids or acid-base products shall not be used for cleaning windows/glass.

The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

Stairwell Cleaning

Stairwells shall be cleaned according to schedule. Stairwells shall present a uniformly clean appearance.

Stair Step Riser and Threshold Cleaning Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup of finish or accumulations of dirt in layers of finish.

Handrail Cleaning

Handrails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt and smears.

Urgent Custodial Services

Urgent services may include, but are not limited to cleaning up spills, leaks, breakage and bio-hazard cleanup which requires special handling. Biohazard may include blood, urine, fecal matter and vomit. In the case of urgent services where additional staff or redeployment of on-duty staff is required, the City Facilities Maintenance Supervisor must notify the contractor's supervisor.

Additional Work

If there there's a requirement for any work over and above the regular scheduled cleaning, it will be performed at an additional cost to the City. The contractor will be provided a minimum of one calendar weeks' notice.

PERFORMANCE DISCREPANCIES

Substantial cleaning discrepancies reported by the City's Facilities Maintenance Supervisor to the Contractor must be corrected by the next scheduled cleaning day, or sooner, if determined by the City that item(s) need immediate corrective action. Continued discrepancies will be brought to the attention of the Contractor through a Letter of Cure and may be grounds for cancellation of the contract if the problem persists.

REPORTING

Contractor's janitorial staff should report to their on-site supervisor any broken or loose fixtures or furniture within their cleaning area. The on-site supervisor should report these items to the City's Facilities Maintenance Supervisor.

Section – 3 Scope of Services

DAILY CLEANING REQUIREMENTS

A – OFFICE AREAS	
1.	Vacuum all carpet
2.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and replace mats
3.	Empty all trash receptacles and replace with new liner
4.	Empty all recycling individual office receptacles
5.	Return all chairs and tables to original location
6.	Spot clean and polish all doors, glass, door handles, frames, and thresholds inside and out.
7.	Dust and spot damp clean “all accessible “surfaces (i.e. desks, file cabinets, countertops, partitions, etc.) remove all dust, smudges and fingerprints within a height of 84”
8.	Dust and spot clean electric switch plates, windowsills, and baseboards
9.	Spot clean walls
10.	COVID-19 Clean high touch surface areas
B - RESTROOMS	
1.	Damp clean walls and tile, with disinfectant cleaner, to remove all soils, grease, and film.
2.	Remove existing mats, vacuum or sweep/clean mats. Sweep, disinfect and mop all floors. Replace mats
3.	Clean and polish all chrome or brass water fixtures, light switches and all other metal and plastic finished fittings
4.	Clean and disinfect partition walls and doors
5.	Clean and polish mirrors
6.	Clean, disinfect and polish entire toilet/urinal fixtures.
7.	Clean and polish countertops and enameled surfaces (i.e. sinks)
8.	Empty, clean and disinfect all waste receptacles, including sanitary receptacles.
9.	Replenish hand soap, sanitary and all paper products.
C – BREAKROOMS/KITCHEN/LUNCHROOM	
1.	Spot clean walls
2.	Clean and polish all chrome or brass water fixtures, light switches and

	all other metal, plastic or ceramic finished fittings including sinks.
3.	Clean and disinfect all exposed countertops and tables with food grade disinfectant
4.	Re-supply soap and hand towels.
5.	Empty, clean and disinfect all waste receptacles including indoor recycling containers. Insert new liner.
6.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and replace mats
7.	Vacuum all carpet
8.	Wipe down exterior surface of refrigerators
9.	Wipe down interior & exterior of microwaves, oven, cooktop, and toasters
10.	Wipe down table surfaces
11.	Return all chairs and tables to original position.
12.	Dust and spot clean windowsills and baseboards
13.	Wash, clean, and disinfect all water fountains with approved cleaning compounds.
14.	Check and replenish paper towel dispensers
D – HALLWAYS/FOYERS	
1	Clean and polish all glass doors, door handles, frames, and thresholds inside and out. Remove all dust, smudges, and fingerprints up to 84” in height.
2.	Vacuum all carpet
3.	Remove existing mats, vacuum, or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and re-place mats
4.	Dust and spot clean electric switch plates, windowsills, and baseboards
5.	Spot clean walls
6.	Dust and damp clean all accessible surfaces
7.	Dust and spot clean exterior of display cases and trophy cases
8.	Wash, clean, and disinfect all water fountains with approved cleaning compounds.
9.	Empty all trash & recycling receptacles and replace with new liner
E – ENTRANCES – EXTERIOR	
1.	Clean and polish all glass doors, door handles, frames, and thresholds inside and out. Clean and polish all exterior windows. Remove all dust, smudges and fingerprints within a height of 84”.
2.	Entrance area including steps must be swept.
3.	Empty all trash and recycle containers located immediately outside the entrances.
F – STAIRWELLS	
1.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and replace mats
2.	Vacuum all carpet
3.	Dust and damp clean all accessible surfaces
4.	Clean and polish all glass doors, door handles, frames, and thresholds inside and out.

	Clean and polish all interior windows. Remove all dust, smudges and fingerprints within a height of 84"
5.	Dust and spot clean all electric switch plates, windowsills, and baseboards
6.	Spot clean walls
7.	Dust and clean hand railings
G - CONFERENCE ROOMS	
1.	Vacuum all carpet
2.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl tile and clean with damp mop. Replace mats.
3.	Spot clean walls
4.	Neatly arrange all chairs and tables
5.	Dust, clean and polish conference tables, podiums and council platform
6.	Dust and spot clean surfaces (bookcases other furniture items)
7.	Empty all trash and recycling receptacles and replace with new liner
8.	Wipe and dust baseboards and doors
9.	Spot clean all doors, door handles, frames and thresholds inside and out
10.	Dust and spot clean electric switch plates, windowsills, and baseboards
H - GYMS/LOCKER ROOMS/DRESSING AREAS	
1.	Clean shower heads, handles, and other washroom hardware using a mild germicidal disinfectant
2.	Damp-clean benches and furniture
3.	Dust and spot mop floor
4.	Empty and clean waste receptacles, replace can liners
5.	Showers- Wet-mop floors with germicidal solution
6.	Spot-clean walls, furniture and lockers
7.	Thoroughly vacuum floor areas

DAILY COVID-19 CLEANING & DISINFECTING REQUIREMENTS

A - OFFICE AREAS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
B - RESTROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
C - BREAKROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
D - KITCHENS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks

E – LUNCHROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
F – HALLWAYS/FOYERS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
G – ENTRANCES/EXTERIORS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
H – STAIRWELLS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
I – CONFERENCE ROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
J – GYMS/LOCKER ROOMS/ DRESSING AREAS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks

WEEKLY CLEANING REQUIREMENTS

A - OFFICE AREAS	
1.	Vacuum upholstered furniture
2.	Vacuum corners and behind doors
3.	Clean and polish total surface of glass doors and glass partitions
4.	Clean total surfaces in accessible areas (fixtures, chairs, file cabinets, storage cabinets, tables, lamps, counters, windowsills/ledges and shelves all height ranges)
5.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
B - RESTROOMS	
1.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
C – BREAKROOM/KITCHEN/LUNCHROOM	
1.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
2.	Vacuum corners and behind doors
3.	Empty and clean of all trash receptacles
4.	Clean all exterior cabinet surfaces
5.	Wash, clean, and disinfect table surfaces
D – HALLWAYS/FOYERS	
1.	City hall: dust and clean above 6' woodwork and light fixtures

2.	Vacuum corners and behind doors
3.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
E – STAIRWELLS - INTERIOR	
1.	Vacuum corners and behind doors
2.	Dust and clean above 6’ all surfaces, woodwork and light fixtures
3.	Clean and polish all doors, glass, door handles, frames, and thresholds inside and out. Clean and polish all interior windows. Remove all dust, smudges, and fingerprints above 6 feet in height
F. CONFERENCE ROOMS	
1.	Vacuum corners and behind doors
2.	Vacuum upholstered furniture
3.	Clean total surfaces in accessible areas (fixtures, chairs, file cabinets, storage cabinets, tables, lamps, counters, windowsills/ledges and shelves all height ranges
4.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
G Gyms, locker rooms, dressing areas	
1.	Showers- Remove pieces of soap and clean drain
2.	Showers- Wipe down walls with germicidal solution
3.	Thoroughly mop under moveable gym seats

MONTHLY CLEANING REQUIREMENTS

A - OFFICE AREAS	
1.	Vacuum and clean ac vents and returns
2.	Dust and clean wood paneling
3.	All high dusting over 7 feet
4.	Dust all window coverings
B - RESTROOMS	
1.	Vacuum and clean vents, ac vents and returns
2.	All high dusting over 7 feet
C – BREAKROOM/KITCHEN/LUNCHROOM	
1.	Vacuum clean ac vents and returns
2.	All high dusting over 7 feet
3.	Dust all window coverings
D – HALLWAYS/FOYERS	
1.	Vacuum and clean ac vents and returns
2.	Dust all window coverings
E – STAIRWELLS - INTERIOR	
1.	Vacuum and clean ac vents and returns
2.	Dust all window coverings
F – CONFERENCE ROOMS	

1.	Vacuum and clean ac vents and returns
2.	All high dusting over 6'
3.	Dust all venetian blinds and roller shades
G - BREAKROOM/KITCHEN	
1.	Clean interior of refrigerator
H - GYMS, LOCKER ROOMS, DRESSING AREAS	
1.	High dust horizontal surfaces
2.	Clean baseboards

QUARTERLY CLEANING REQUIREMENTS

A - OFFICE AREAS	
1.	All non-carpeted floors (excluding quarry tile) –stripped, machine scrubbed, re-apply floor finish and buff
2.	Vacuum and shampoo upholstered furniture
3.	Vinyl tile floors clean, buff by machine and polish
4.	Clean and shampoo carpet
B - RESTROOMS	
1.	Vinyl & tile floors – clean, disinfect by machine and polish and reseal tile floors with non-slip
C – BREAKROOM/KITCHEN /LUNCHROOM	
1.	Vinyl & tile floors clean, buff by machine and polish
D – HALLWAYS/FOYERS	
1.	Vinyl and tile floors clean, buff by machine and polish
E – STAIRWELLS - INTERIOR	
1.	Vinyl & tile floors clean, buff by machine and polish
2.	City hall – clean and polish brass/chrome or wood fixtures
F – CONFERENCE ROOMS	
1.	All non-carpeted floors (excluding quarry tile) –stripped, machine scrubbed, re-apply floor finish and buff.
2.	Clean and shampoo carpet
3.	Vacuum and shampoo upholstered furniture
G – HALLWAYS/FOYERS	
1.	All non-carpeted floors (excluding quarry tile) –stripped, machine scrubbed, re-apply floor finish and buff
2.	Clean and shampoo carpet

Section - 4 Janitorial and Building Maintenance Services for South Gate Jail

The following cleaning instructions are designed for the purpose of managing maintenance and cleaning duties providing by the cleaning service in order to maintain a safe and clean environment for South Gate personnel exposed to the jail environment and inmates while in the custody of South Gate jail.

Cleaning service personnel must be trained and equipped to handle and clean any bio-hazard material such as blood, urine, saliva, vomit, or feces, and properly dispose of such waste upon removal from the jail facility.

There are the required cleaning and maintenance that must be provided and maintained by the cleaning service seven days of the week since South Gate jail is 24 hr. custody facility. The following cleaning details must be provided by the cleaning service during anytime of the day with the coordination of the on duty jailer, watch commander, jail manager, or administration representative. It is preferred cleaning is conducted during the early morning (9am on forward) due to the limited lighting in the jail and lighter occupancy of inmates.

Daily Duties:

Sweep and mop the jail floors transited by jail personnel and inmates. This includes the jail intake rooms, jail hallways, and jail cells that have been used. The mopping of common areas listed above will be done with one particular color of mop and bucket in order to distinguish and separate mops and water used that are used for common areas and personnel areas such as the jail office and kitchen.

Sweep and mop the jail office and kitchen area with a separate color mop and bucket than the one used in jail cells and common areas.

Clean and empty out all trash from jail cells and jail trash cans.

Clean and disinfect (with a spray) each mattress in jail cell that has been used by inmates and place the mattresses on its side in order to allow the mattress to dry. This also allows staff to observe the jail cell has been cleaned and is ready to be used.

Clean and disinfect (company's choice) toilets and drinking faucets which have been used in each jail cell.

Wipe down and remove all food items or particles from bunk beds and jail cell floors.

Clean and disinfect (company's choice) jail office toilet, sink, with mopping of the floor and emptying the trash from the jail office restroom with a different color mop and bucket.

Monthly Duties:

Provide a dedicated maintenance schedule of detail cleaning which includes the following

duties.

Detail cleaning of jail cell bunks, toilets, sinks, walls, floors, and doors in order to clean all of the crevices which hold dirt, grime, and other bacteria. This can be done in sections and with the supervision of the on-duty watch commander/ jailer in order to manage movement of the inmates in order to accommodate such cleaning. Toilets and sinks must be serviced with some type of solvent or cleaner to help manage water line deposits and corrosion.

Detail cleaning of men's and female jail showers in order to clean and manage soap scum, build up and mold.

Detail cleaning of the jail kitchen sink, oven, and refrigerator.

Detail cleaning of the jail office counters and workstations.

Yearly Duties:

Twice a year, all of the jail cells, including female cells, must be pressured washed which includes the interior of the cells, bars, doors, floors, and walls of the jail. Jail fans must be cleaned and jail phones must be covered with plastic in order to protect them from water damage. After pressure washing the jail, proper ventilation and drying must be managed in order to return the jail cells back to fully operational level. This duty must be coordinated and planned through the on duty watch commander/ jailer or designated jail manager.

Cleaning Equipment and Safety Gear:

Cleaning service personnel must be properly equipped with 2 different color coordinated cleaning equipment (for jail/common areas and for jail kitchen/office area). Cleaning service personnel must provide their own cleaning supplies and equipment in order to achieve the above listed cleaning duties. This includes longer poles for hard to reach areas, effective scrub brushes, and cleaning solvents in order to complete the task. **Cleaning service personnel must also have 2 sets of different color gloves (one color while cleaning jail cells and common areas, and one color while cleaning jail kitchen and jail office area). This is mandated by the State of California in order to prevent the spreading of germs and bacteria from jail cells and inmates to the jail kitchen or jail personnel through cleaning supplies. If only one color is used for cleaning gloves, then they must change gloves when transitioning cleaning duties from jail cell areas to kitchen or office area. Cleaning solvents and labeling must be provided by cleaning service for jail inspections.**

Section – 5 Janitorial and Building Maintenance Services for South Gate Police Department Narcotic Division

Clean once every other week and preferably to schedule it early mornings perhaps on a Tuesday or Wednesday. City will provide cleaning personnel access to the building.

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum
4. Clean restrooms
5. Wipe down desks, counters and table in the conference room, dust all reachable areas.

Section - 6 Work Hours

Work hours for the day porter are anticipated to be eight-hours days – roughly 6:00 a.m. through 3:00 p.m. Monday through Thursday (Police Department, City Hall, Civic Center) and roughly 6:00 a.m. through 3:00 p.m. Friday through Sunday (Police Department). Work hours for night crews are anticipated to be between 6:00 p.m. and 6:00 a.m. Monday through Friday. Cleaning at the Police Department will be performed during a special timeline delineated by the Department. The start times for each of the above custodial activities will vary by scheduled building use. At times when the Contractor is not performing building custodial duties, time will be spent as directed by the Maintenance Supervisor or his/her designee. The Contractor shall adjust the work schedule to accommodate evening meetings or late work. If an emergency arises, the Contractor may be called to furnish services at hours and days outside the normal working schedule. Such work shall be agreed upon as an extra work item. Appendix C shows a sample typical weekly schedule for the activities required.

The Contractor is responsible for providing these services seven day a week at the Police Department, and five days a week at other city buildings, 52 weeks per year, with the exception of the City holidays, as listed in this RFP.

Section – 7 Workmanship and Quality Level

All work shall be performed by experienced custodial technicians directly employed and supervised by the Contractor. The Contractor shall be responsible for the skills, methods and actions of his/her employees.

On a monthly basis, the Maintenance Superintendent or his/her designee shall arrange a walk through to check all facilities with the Contractor. A schedule will be established at startup of the new contract. Any discrepancies observed shall be corrected by the Contractor within an eight (8) hour period.

The Contractor shall cooperate with the representative authorized by the City to enable him/her to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give his/her personal supervision to the work and be available for consultation with the Maintenance Supervisor or his/her designee.

Keys, and security fobs, and security codes will be issued to the contractor's personnel separately as approved and acknowledged through a City Property Issuance Form from the CITY OF SOUTH GATE, and shall not be shared, reproduced or loaned to other parties. Lock

boxes are setup onsite at each building for keys to remain on property. Each person will be issued a lock box and its code. The buildings will be accessed with a main key and or fob. At termination of this contract or when an employee is no longer assigned to the City, all keys and fobs issued by the City will be returned immediately. At termination of the contract, keys and fobs must be returned before final payment of this contract is approved.

Section – 8 Quality of Employees

The City requires employees of the highest customer service and moral standards. The Contractor must be able to communicate effectively in English both orally and in writing. The City reserves the right to prohibit individuals not meeting these standards from performing services under the contract.

The Contractor is to perform services described in this proposal to no less than the standards set forth by the City. The Contractor must have excellent interpersonal skills, as the work will require them to work without City staff oversight, and will require dealing with the public at all times. The user's impression of the CITY OF SOUTH GATE will be based on the Contractor's attitude and ability. Some of the user groups can be extremely challenging and will require extra care and handling.

Exhibit "B"

Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit "B" cover page.



MERCHANTS BUILDING MAINTENANCE

*the service you expect,
the quality you deserve*

606 Monterey Pass Road,
Monterey Park, CA 91754

www.mbmonline.com

(323) 881-6700

Fax: (323) 881-9606

CONTRACTOR INFORMATION

CONTRACTOR certifies that the following information is true and correct:

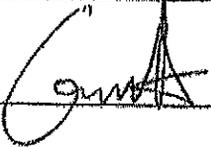
Business Name: Merchants Building Maintenance

Business Address: 1639-C East Edinger Ave. Santa Ana, CA 92705

Telephone: 714-973-9272

State Contractor's License No. and Class: 861937 / C-61 - Limited Specialty Classification

Original Date Issued: 07/27/2005 Expiration Date: 07/31/2023

Authorized Signature: 

Name/Title: Connor Haas / Regional Manager

Phone: 626-755-0190

Fax: 714-973-2124

Email: connor@mbmonline.com



COMPANY OVERVIEW

Our History

Merchants Building Maintenance is a family owned and operated company with more than 5,000 employees and annual sales of more than 75 million dollars. Merchants is one of the largest janitorial service companies in the west. Our size and scope allow us to be cost effective while our commitment to quality and service make us exceptional.

Merchants is headquartered on the West Coast with branch offices in nine western states. Our regional offices enjoy the autonomy that allows them to compete regionally by using applicable pay rates, benefits and standards of their unique geographic area. Regional managers and supervisors are free to determine strategies and actions that reflect the needs of their local clients with the support of the home office.

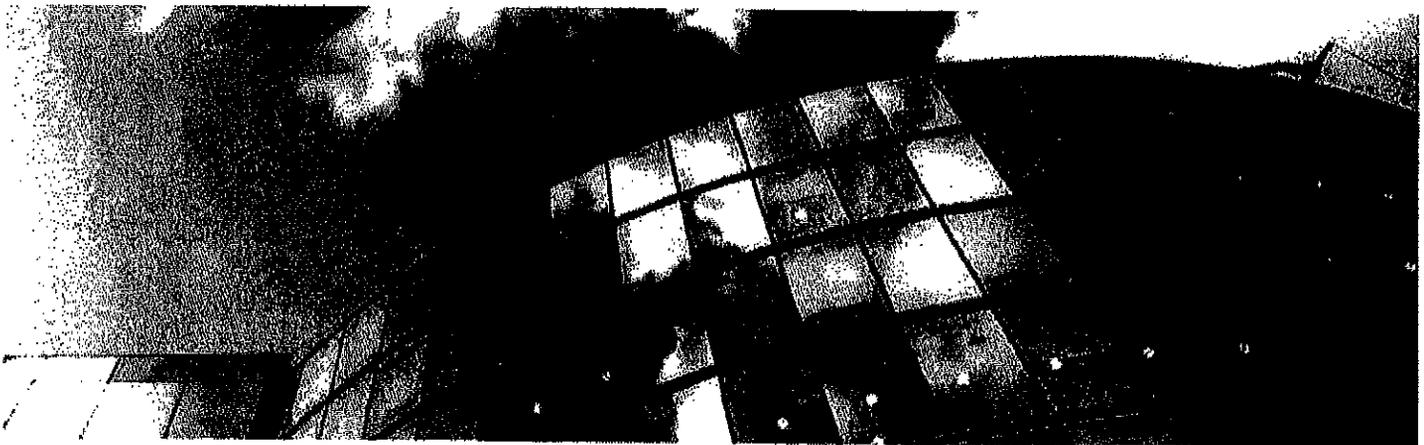
Merchants offers a full complement of janitorial and window cleaning services. In addition, our sister companies Merchants Metal and Stone Restoration, Merchants Engineering, Merchants Environmental and Merchants Landscaping Services provide our clients the option of a multitude of services under one corporate banner.

Since our founding we have committed ourselves to providing quality service, as a result we have compiled a portfolio of loyal and distinguished customers who have stayed with us year after year.

- Founded in 1961
- Family owned and operated
- 5,000+ Employees
- \$75,000,000 Annual Sales

We would be happy to introduce you to them and give you a firsthand look at our performance.

"Customer satisfaction and retention is a true measure of our success."



CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the Contractor has successfully and properly completed or ongoing contracts of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

List three (3) recent comparable completed or ongoing contracts:

1. Name City of Beverly Hills

<u>Craig Crowder</u>	<u>Facilities Manager</u>	<u>(310)285-2484</u>
Person to Contact	Job Title	Phone No.

<u>Beverly Hills</u>	<u>\$2,400,000 Annual</u>	<u>Ongoing Contract</u>
City	Contract Amount	Date Completed

2. Name City of Tustin

<u>Mario Medina</u>	<u>Buildings and Streets Supervisor</u>	<u>(714)573-3358</u>
Person to Contact	Job Title	Phone No.

<u>Tustin</u>	<u>\$845,268.00 Annual</u>	<u>Ongoing Contract</u>
City	Contract Amount	Date Completed

3. Name City of Garden Grove

<u>Sandra Segawa</u>	<u>Purchasing Division Manager</u>	<u>(714)741-5050</u>
Person to Contact	Job Title	Phone No.

<u>Garden Grove</u>	<u>\$54,047.64</u>	<u>Ongoing Contract</u>
City	Contract Amount	Date Completed

Signed  Title Regional Manager

Dated this 2nd day of May, 2022

LIST OF EMPLOYEES

Use this page for provide the list of names, titles, duties, licenses for each employee who will be involved in this contract.

Indicate the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address, and current number of employees. The list shall be maintained throughout the contact duration.

Connor Haas - Regional Manager -Point of Contact - CO DL#12-342-0058 connor@mbmonline.com (626)755-0190

Joshua Reyes - Area Manager - Oversee/Supervise Janitorial Staff - CA DL # B4713090

Jalme Espinoza-Operations Manager-Oversee all custodial & maintenance service at every task level - CA DL#C2021409

Elsa Vidaurry - Quality Control Manager - Oversee & inspect city building to ensure quality & efficiency-CA DL#B9615112

Lourdes Rendon - Day Porter - Perform Janitorial Service - CA DL#A7517083

Gerardo Kim - Day Porter -Perform Janitorial Service - CA DL # A3081100

Ammisaday Aranda De Gallo - Janitor - Perform Janitorial Service - CA DL# A1085127

Beatriz Gatica - Janitor - Perform Janitorial Service - CA DL # Y2676992

Rosendo Martinez - Janitor - Perform Janitorial Service - CA DL # A5445284

Anselmo Vivar - Floor Tech - Perform Above Scope of Work services such floors, windows, carpet. etc. - CA DL# C6386045

Johan Monroy - Floor Tech / Utility - Perform Above Scope of Work services such floors, windows, carpet. etc. - CA DL#Y5804745

Esteban Guzman - Floor Tech / Utility - Perform Above Scope of Work services such floors, windows, carpet. etc. - CA DL#A4829672

Jorge Figueroa - Floor Tech / Utility - Perform Above Scope of Work services such floors, windows, carpet. etc. - CA DL# A1623229



Content of Proposal / Annex

Machinery, Equipment, Cleaning Products:

Proposed Equipment:

1. Janitor Cart
2. Wet/dry vacuum
3. Mop and bucket
4. Trash can barrel
5. Upright brooms
6. Plastic lobby dust pan
7. Plastic upright brooms
8. Floor scrubber machine
9. Rubbermaid cautions signs
10. Brake 26 qt. side press combo
11. Pro team line vacer Hepa vacuum

Proposed Cleaning Supplies and Products:

1. Dusting cloths
2. Speed change handle
3. Round bowl 6 brush
4. Balance neutral-PH
5. #74 Scrubbing sponges
6. 3m Red buffer pad #5100
7. 3m Black stripper pad #7200
8. 3m High productivity pad #7300
9. W-400 non-ammoniated stripper
10. Innovation extreme durability UHS floor finish
11. Microfiber terry cloths green, blue, pink, purple, and window cloths

Proposed Green Supplies:

1. Green cleaner degreaser
2. Green neutral cleaner
3. Green furniture polish
4. Green stainless steel polish
5. Green glass and surface cleaner
6. Green mild acid bath and grout cleaner
7. Diversey Oxivir Five 16 Disinfectant

Rate Schedule:

- Hourly Rate - \$24.50
- 10% mark-Up for any equipment and supplies for sale to customer

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

Name of Contractor: Merchants Building Maintenance

In accordance with the Request for Proposal (RFP) for Custodial and Maintenance Services, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

TASK A: ANNUAL CUSTODIAL AND MAINTENANCE SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Extended Price
1.	South Gate City Hall, 8650 California Avenue, South Gate, CA 90280	Month	12	\$ 3,235.10	\$ 38,821.20
2.	South Gate Civic Center – Human Resources, 8680 California Avenue, South Gate, CA 90280	Month	12	\$1,526.00	\$ 18,312.00
3.	South Gate Police Department, 8620 California Avenue, South Gate, CA 90280	Month	12	\$ 9,987.00	\$119,844.00
4.	South Gate Jail Facility, 8620 California Avenue, South Gate, CA 90280	Month	12	\$4,176.00	\$ 50,112.00
5.	South Gate Police Department, 4244 Santa Ana Street, South Gate, CA 90280	Month	12	\$431.00	\$ 5,172.00
6.	South Gate Police Department, 8634 Garfield Ave, South Gate, CA 90280	Month	12	\$3,780.00	\$45,360.00
7.	South Gate Public Works Corporate Yard, 4244 Santa Ana Street, South Gate, CA 90280.	Month	12	\$2,991.00	\$35,892.00
SUB-TOTAL TASK A – ANNUAL CUSTODIAL AND MAINTENANCE SERVICES (ITEMS 1 THROUGH 7)					\$313,513.20

OPTIONAL TASK B: AS NEEDED SERVICES

Item #	Description	Unit	Qty	Unit Cost	Extended Price
1.	Man-hour Crew - as needed (M-F, normal business hours) [2]	Hours	200	\$ 23.50	\$4,700.00
2.	Man-hour Crew - as needed (nights) [2]	Hours	200	\$23.50	\$4,700.00
3.	Man-hour Crew - as needed (weekends and/or holidays) [2]	Hours	200	\$ 24.50	\$ 4,900.00
SUB-TOTAL TASK B – AS NEEDED SERVICES (ITEMS 1 THROUGH 3)					\$14,300.00

OPTIONAL TASK C: COVID-19 CLEANING AND DISINFECTING SERVICES

Item #	Description	Unit	Qty	Unit Cost	Extended Price
1.	City Hall- Civic Center- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Month	12	\$2,303.35	\$27,640.20
2.	Police Department- South Gate Jail Facility- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Month	12	\$2,303.35	\$27,640.20
3.	Public Works Corporate Yard- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Month	12	\$2,303.35	\$27,640.20
SUB-TOTAL TASK C – COVID-19 CLEANING & DISINFECTING SERVICES (ITEMS 1 THROUGH 3)					\$82,920.60

[1] Unit Price shall include mark-ups, overhead, and profit.

[2] Payments will be made based on time and material.

[3] The City reserves the rights to augment or reduce the scope of work and any or all Optional Items as the City deems necessary and shall terminate upon thirty (30)

days' notice.

ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE

The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.

ANNUAL COST OF CUSTODIAL AND MAINTENANCE SERVICES CONTRACT - GRAND TOTAL (SUM OF TASKS A THROUGH TASK C), (written in numbers):

\$ 410,733.80

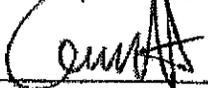
ANNUAL COST OF CUSTODIAL AND MAINTENANCE SERVICES CONTRACT - GRAND TOTAL (SUM OF TASKS A THROUGH TASK C), (written in words):

Four Hundred Ten Thousand Seven Hundred Thirty-Three and Eighty Cents

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Unit Prices specified for duration of the three-year term of the Agreement.

The undersigned represents that he/she is authorized to submit the Proposal on behalf of the Contractor. Contractor acknowledges that said Proposal shall remain valid for a period of 120 days and may not be withdrawn during such period.

CONTRACTOR



Signature

05/02/2022

Date

Connor Haas

Print Name

Regional Manager

Title

95-4558242

Social Security or Taxpayer ID Number

JS - LR - 000013892

DIR Registration Number



Experience Modification Rating ("EMR")

Not applicable. Merchants Building Maintenance is Self-insured



CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a proposal to, or contracted with, for any Janitorial services.

Submitted by: Merchants Building Maintenance
Name must correspond with the Contractor's license

Corp/LLC Partnership Individual Joint Venture

If a corporation or limited liability company, under the laws of what State is it organized? CA

California Regional Office Address(es): 1190 Monterey Pass Rd. Monterey Park, CA 91754

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years' experience in Janitorial services current organization?

(a) As a General Contractor? 61 years From 1961 to 2022

(b) As a Subcontractor? _____ From _____ to 20____

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. Use an additional sheet if necessary. If none, write "NONE" on the chart.

TYPE OF SERVICE	DATES FROM AND TO	NAME OF AGENCY AND CONTACT TELEPHONE
Janitorial/Porter Services	01/01/2018 to Present	City of Beverly Hills Craig Crowder (310)285-2484
Janitorial/Porter Services	04/01/2020 to Present	City of Tustin Mario Medina (714)573-3358
Janitorial/Porter Services	02/01/2005 to Present	City of Garden Grove Sandra Segawa (714)741-5050

TYPE OF SERVICE	DATES FROM AND TO	NAME OF AGENCY AND CONTACT TELEPHONE

- C. Has your company been the subject of any investigation, or administrative or judicial proceeding, by any Owner as to whether your company has made any false claim or other material misrepresentation with such order? YES ___ NO X.

If YES, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry. This information may be used to determine if a contractor is responsible and/or responsive. An answer of "yes" will not automatically render the contractor to be non-responsive or non-responsive.

- D. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ___ NO X. If so, indicate the name of each agency, dates, and the circumstances.

- E. Is your company currently a party against any Owner in any litigation pertaining to any construction or maintenance work, or has your company been a party to such litigation? YES ___ NO X.

If YES, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved. This information may be used to determine if a contractor is responsible and/or responsive. An answer of "yes" will not automatically render the contractor to be non-responsive or non-responsive.

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all construction work undertaken in the State of California by the Contractor and any partnership, joint venture, corporation, or other entity that any principal of the Contractor participated as a principal or owner for the current year and the last five calendar years prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation (or other entity type), or individual Contractor. The Contractor may attach any additional information or explanation of data which the Contractor would like taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
Last 5 Calendar Years Prior To 2022

Year	2017	2018	2019	2020	2021	TOTAL
1. No. of contracts	162	158	170	169	178	837
2. Total dollar amount of contracts (in thousands of \$)	\$13,632	\$13,872	\$14,808	\$15,072	\$15,608	\$72,992
* 3. No. of fatalities	0	0	0	0	0	0
* 4. No. of lost workday cases	3	3	2	2	3	13
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0
* 6. No. of lost workdays	162	143	113	152	63	633

*The information required for these items is the same as required for columns (G), (H), (I), and (K) of Cal/OSHA Form 300A.

Merchants Building Maintenance

Name of Contractor (print) _____

Signature _____



1639-C East Edinger Ave. Santa Ana, CA 92705

Address

861937 / C-61 Limited Specialty Classification

State Contractor License No. & Classification(s)

Monterey Park

91754

(323)881-6701

City

Zip Code

Telephone

**CERTIFICATION OF NONDISCRIMINATION
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively principles of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.
4. To take affirmative steps to hire minority employees

Merchants Bulding Maintenance
Company Name


Signature

Regional Manager
Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.



City of South Gate

8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-3472

DATE: April 7, 2022
TO: Prospective Contractors
FROM: Osie Harrell, Electrical and General Maintenance Superintendent *OH*
SUBJECT: ADDENDUM NO. 1 - REQUEST FOR PROPOSAL FOR
CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

This addendum forms a part of the Request for Proposal (RFP) and modifies the original documents dated March 24, 2022. The contractor shall acknowledge receipt of this Addendum in the space indicated below.

This addendum consists of one (1) page.

I. The Contractor shall submit all forms and/or documents of the RFP on the following dates listed below.

1. The mandatory pre bid proposal meeting is scheduled for April 14, 2022, at 10:00 am. The meeting will be held at the City Corporate Yard located at 4244 Santa Ana Street, South Gate, 90280.
2. The RFP submission deadline is May 2, 2022, no later than 4:00 pm, at the following location: South Gate City Hall, Office of the City Clerk, 8650 California Avenue, South Gate, California 90280

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum Number 1 which shall be attached to the Bid.	
<i>Osie Harrell</i> Regional Manager Signature and Title	<u>5/2/22</u> Date



COVID-19 Cleaning Practices/Training

See attachment titled "Merchants Building Maintenance Returning to Work During & Post COVID-19 Santa Ana Branch Office Mandatory Training".





SAFE

Merchants Building Maintenance Returning to Work During & Post COVID-19 Santa Ana Branch Office Mandatory Training



SAFE

• Agenda

- Responsibilities of Managers and Supervisors
- Responsibilities of Employees
- General Safety Policies & Rules
- Employee Screening
- Personal Protective Equipment (PPE)
- Donning/Doffing Personal Protective Equipment
- Prevention
- Disinfectants
- What is Dwell/Contact Time?
- What to Disinfect?
- High Touch Surfaces
- Questions



- **Disclaimer**

- This information is intended to provide some background information on how to prevent an exposure and how to service our clients, accounts and tenants.
- This training is based on information available from the CDC and OSHA at the time of its development and is subject to change based on further information provided by the CDC, OSHA, and other public officials.
- This information is for MBM purposes only.



- **Responsibilities of Managers and Supervisors**

- All managers and supervisors must be familiar with these procedures and must always set a good example.
- This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus.
- Managers and supervisors must encourage this same behavior from all employees.



- **Responsibilities of Employees**

- MBM is asking every one of our employees to help with our prevention efforts while at work.
- In order to minimize the spread of COVID-19 at our jobsites, everyone must play their part. MBM has instituted various housekeeping, social distancing, and other best practices at our jobsites. All employees must follow these!!!
- In addition, employees are expected to report to their managers or supervisors if they are experiencing signs or symptoms of COVID-19, as described below.



- **Responsibilities of Employees (cont.)**

- OSHA and the CDC have provided the following control and preventative guidance for all workers, regardless of exposure risk:
 - * Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol.
 - * Avoid touching your eyes, nose, or mouth with unwashed hands.
 - * Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.
 - * Avoid close contact with people who are sick.

- **Responsibilities of Employees (cont.)**

- In addition, employees must familiarize themselves with the symptoms of COVID-19, which include the following:

- * Coughing

- * Fever

- * Shortness of breath

- * Difficulty breathing

- * Early symptoms such as chills, body aches, sore throat, headache, diarrhea, nausea/vomiting, and runny nose.

- If you develop a fever and symptoms of respiratory illness, such as cough or shortness of breath, **DO NOT GO TO WORK** and call your supervisor and healthcare provider right away.

- **General Safety Policies and Rules**

- Any employee showing symptoms of COVID-19 will be asked to leave the jobsite and return home.

- If safety meetings are conducted in-person, attendance will be collected verbally and the Supervisor/Project Manager will sign-in each attendee.

- During any in-person safety meetings, avoid gathering in groups of more than 10 people and participants must remain at least six (6) feet apart.

- Employees must avoid physical contact with others and shall direct others (co-workers/visitors) to increase personal space to at least six (6) feet, where possible. Where offices are available, only necessary employees should enter the offices and all employees should maintain social distancing while inside.

- All in-person meetings will be limited.

- Employees will be encouraged to stagger breaks and lunches, if practicable, to reduce the size of any group at any one time to less than ten (10) people.

- **General Safety Policies and Rules (cont.)**

- MBM understands that due to the nature of our work, access to running water for hand washing may be impracticable. In these situations, MBM/client will provide, if available, alcohol-based hand sanitizers and/or wipes.
- Employees should limit the use of co-workers' tools and equipment. To the extent tools must be shared, MBM/client will provide alcohol-based wipes to clean tools before and after use.
- Employees are encouraged to minimize ride-sharing. While in vehicles, employees must ensure adequate ventilation.
- If practicable, each employee should use/drive the same truck, golf cart, Gator or piece of equipment every shift.
- In lieu of using a common source of drinking water, such as a cooler, employees should use individual water bottles.

- **Employee Screening**

- All employees **CAN** be screened in advance of arriving on the job site. If an employee answers "yes" to any of the following questions, he/she should not be permitted to access the jobsite:
 - * Have you been confirmed positive for COVID-19?
 - * Are you currently experiencing, or recently experienced, any acute respiratory illness symptoms such as fever, cough, or shortness of breath?
 - * Have you been in close contact with any persons who has been confirmed positive for COVID-19?
 - * Have you been in close contact with any persons who have traveled and are also exhibiting acute respiratory illness symptoms?



SAFE

- **Personal Protective Equipment (PPE)**
 - Gloves
 - Eye Protection (frequency varies)
 - Disposable Mask/Face Cover
 - Body Suits (if mandated by client)
 - N95 Disposable Mask (when available)
 - ALL Worn PPE Must be Properly Discarded
 - Face Cover VIDEO

} Mandated Daily

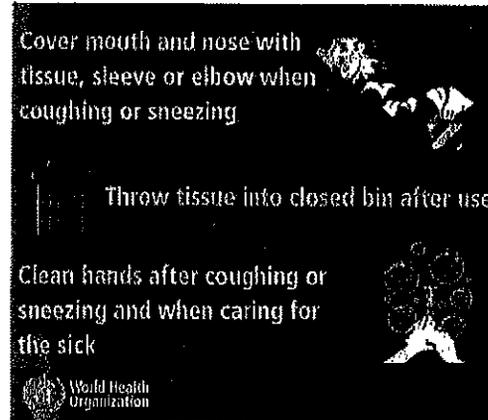


SAFE

- **Donning/Doffing Personal Protective Equipment**

				
1 Hand hygiene is always first.	2 Masks are the first barrier.	3 Eye protection is next.	4 Gowning is the next step.	5 Put on gloves last.

• **Prevention**

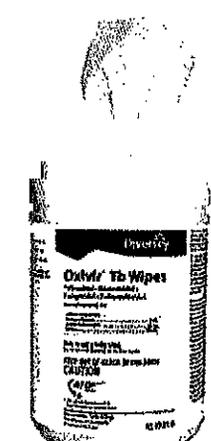
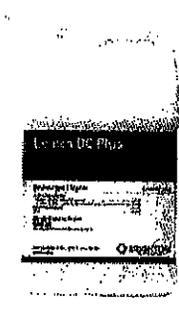
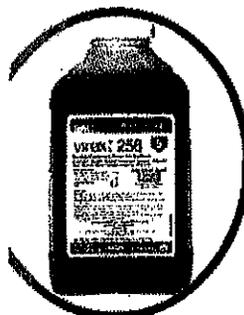


- 6 Steps to Prevent COVID-19 - VIDEO

• **Disinfectants**

PURTABs and PURSING tablets are a safer bleach alternative disinfectant.

- Concentrated effervescent tablet for accurate dilution (ppm) every time.
- Neutral pH - not caustic or corrosive to surfaces
- NEPA rating Q, D for Use Dilution





SAFE

- **Disinfectants**

- This product is a one-step germicidal disinfectant cleaner & deodorant designed for general cleaning, disinfecting, deodorizing, and killing mold and mildew on hard, non-porous environmental surfaces. **Kills microorganisms including COVID-19.**

- It is designed for use on the following hard, non-porous environmental surfaces: ceilings, chairs, countertops, fixtures, sinks, tables, telephones, toilets, urinals, walls, and other items made of aluminum, brass, chrome, copper, glass, glazed ceramic, glazed porcelain, glazed tile, laminated surfaces etc. – any hard, non-porous washable surface where disinfection is required.



SAFE

- **Disinfectants (cont.)**

- Do not use on glasses, dishes and utensils.

- This product can be applied by mop, sponge, cloth, disposable cloth, disposable wipe, paper towel, microfiber, coarse trigger sprayer, auto-scrubber or foam gun. Change cloth, sponges, wipes or towels frequently to avoid redeposition of soil. For disinfection, surfaces must remain wet for 10 minutes.

- Add the product at 1/2 oz. per gallon of water (1:256).

- Best to have Managers/Supervisors pre-mix this chemical

- Chemical is Corrosive in concentrated form. Can cause eye damage and skin burns. Do not get in eyes, on skin or on clothing.

- When diluting, wear chemical splash-proof goggles or face shield, rubber gloves and protective clothing.

- **DO NOT MIX!!!**

• **What is Dwell Time?**

- Contact time, or dwell time, refers to the amount of time that a disinfecting product needs to sit (or dwell) on a surface in order to kill organisms.
- Could be as short as 30 seconds and as much as 15 minutes. Most are about 10 minutes. **Virex II 256** needs 10 minutes of dwell time to truly disinfect.
- Allowing the chemical to be moist or humid for 10 minutes is ideal. Too wet is not ideal.
- Wipe surfaces and let air dry.



Cleaning/Sanitizing/ Disinfection
Know the difference!

Cleaning

- Removes germs, dirt, and impurities from surfaces or objects
- Works by using cleaning products and water to physically remove germs from surfaces

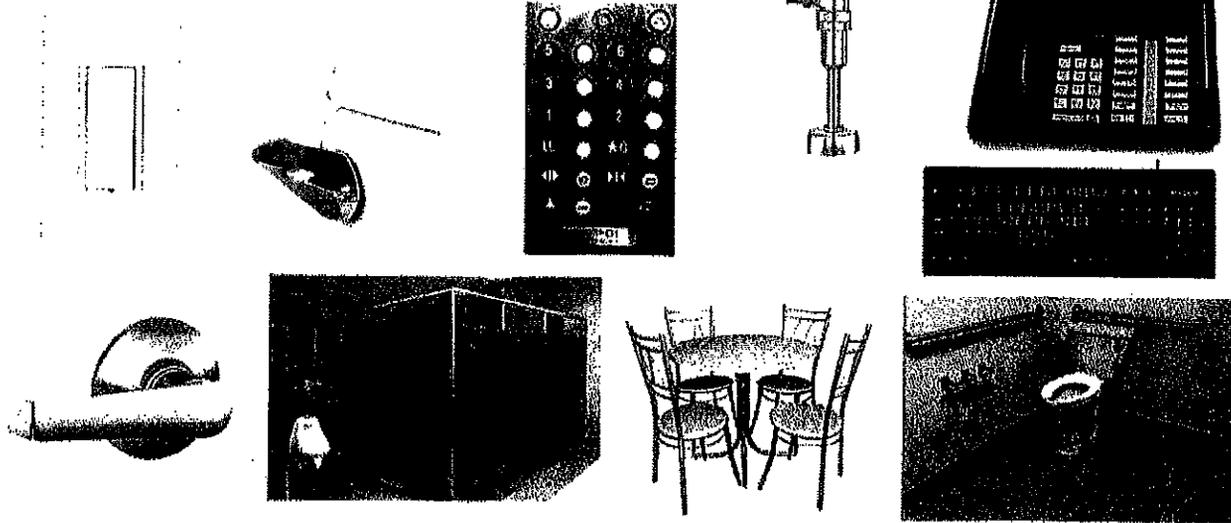
Sanitizing

- Reduces the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements
- Works by using sanitizing products to lower the risk of spreading infection from surfaces and objects

Disinfecting

- Kills 99.999% of germs on surfaces or objects
- Works by using disinfectant products to kill germs on surfaces or objects

• **What to Disinfect?**



• **High Touch Surfaces?**

- These are areas that are frequently touched by the public and which can contain bacteria, germs, etc.
- When touching these areas, always make sure to wash your hands frequently, use a hand sanitizer or use a paper towel to avoid touching it directly.
- Please make sure to disinfect your cell phones.
- A cell phone can have more germs than a restroom toilet seat.





High Touch Surfaces

Classrooms

1. Door knob
2. Light switch
3. Desktop
4. Pencil
5. Surfaces
6. Keyboards
7. Mouse
8. Printer
9. Sink
10. Table tops

Bathroom Surfaces

1. Bathroom door knob
2. Bathroom light switch
3. Handrails near toilet
4. Bathroom sink, faucet, handles
5. Toilet seat, bowl and booster
6. Toilet flush handle / post / bar
7. Wall area around toilet
8. Showers, handles and floors

Fitness/ Gym

1. Door Knob
2. Light Switch
3. Exercise Equipment - weights, treadmills, etc.
4. Sports equipment
5. Lockers and doors
6. Bathrooms / showers / handles and floors
7. Mats



Questions?

ATTACHMENT B: BID ANALYSIS

Summary Sheet- Custodial Maintenance Services Contract

5/16/2022

Company Name	Merchants Building Maintenance	DMS Facility Services	Ultimate Maintenance Services
Contact Name	Connor Haas	Loren Dotts	Claudia Salomon
Location	Monterey Park	South Pasadena	Lawndale
Phone	323-881-6701	626-831-5040	310-505-5858
Years of Experience/From	61	52	32
No. of Full time Employees			

TASK A: ANNUAL CUSTODIAL AND MAINTENANCE SERVICES

Item #	Description	Unit	Qty	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	South Gate City Hall, 8650 California Avenue, South Gate, CA 90280	Mo	12	\$3,235.10	\$38,821.20	\$7,078.00	\$84,935.94	\$4,500.00	\$54,000.00
2	South Gate Civic Center – Human Resources, 8680 California Avenue, South Gate, CA 90280	Mo	12	\$1,526.00	\$18,312.00	\$2,272.69	\$27,272.31	\$2,200.00	\$26,400.00
3	South Gate Police Department, 8620 California Avenue, South Gate, CA 90280	Mo	12	\$9,987.00	\$119,844.00	\$12,228.23	\$146,738.76	\$10,500.00	\$126,000.00
4	South Gate Jail Facility, 8620 California Avenue, South Gate, CA 90280	Mo	12	\$4,176.00	\$50,112.00	\$4,495.72	\$53,948.64	\$1,100.00	\$13,200.00
5	South Gate Police Department, 4244 Santa Ana Street, South Gate, CA 90280	Mo	12	\$431.00	\$5,172.00	\$2,971.80	\$35,661.55	\$3,500.00	\$42,000.00
6	South Gate Police Department, 8634 Garfield Ave, South Gate, CA 90280	Mo	12	\$3,780.00	\$45,360.00	\$543.04	\$6,516.54	\$375.00	\$4,500.00
7	South Gate Public Works Corporate Yard, 4244 Santa Ana Street, South Gate, CA 90280	Mo	12	\$2,991.00	\$35,892.00	\$4,274.20	\$51,290.45	\$3,500.00	\$42,000.00
SUB-TOTAL TASK A- ANNUAL CUSTODIAL AND MAINTENANCE SERVICE					\$313,513.20		\$406,364.19		\$308,100.00

OPTIONAL TASK B: AS NEEDED SERVICES

Item #	Description	Unit	Qty	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	Man-hour Crew- as needed (M-F, Normal business hours) [2]	Hours	200	\$23.50	\$4,700.00	\$28.63	\$5,725.28	\$30.00	\$6,000.00
2	Man-hour Crew- as needed (nights) [2]	Hours	200	\$23.50	\$4,700.00	\$28.63	\$5,725.28	\$35.00	\$7,000.00
3	Man-hour Crew as needed (weekends and/or holidays) [2]	Hours	200	\$24.50	\$4,900.00	\$42.94	\$8,587.92	\$35.00	\$7,000.00
SUB-TOTAL TASK B - AS NEEDED SERVICES (ITEMS 1 THROUGH 3)					\$14,300.00		\$20,038.48		\$20,000.00

OPTIONAL TASK C: COVID-19 CLEANING AND DISINFECTING SERVICES

Item #	Description	Unit	Qty	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	City Hall- Civic Center- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Months	12	\$2,303.35	\$27,640.20	\$2,547.96	\$30,575.51	\$2,150.00	\$25,800.00
2	Police Department- South Gate Jail Facility- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Months	12	\$2,303.35	\$27,640.20	\$2,547.96	\$30,575.51	\$2,150.00	\$25,800.00
3	Public Works Corporate Yard- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Months	12	\$2,303.35	\$27,640.20	\$2,596.56	\$31,158.71	\$2,150.00	\$25,800.00
OPTIONAL TASK C: COVID-19 CLEANING AND DISINFECTING SERVICES (ITEMS 1 THROUGH 3)					\$82,920.60		\$92,309.73		\$77,400.00

	\$410,733.80	\$518,712.40	\$405,500.00
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