

AGREEMENT BIBLIOGRAPHY

Name of Firm:	Merchants Building Maintenance LLC
Service Provided:	Custodial Maintenance at the Housing Authority, City Jail, Six Police Substations and the Buena Clinton Family Resource Center.
Date Approved:	04 27 2010
Start Date:	05 21 2010
End Date:	05 20 2013
Amount of Contract:	\$124,698.96
Comments:	Public Works Option to extend one year at a time for a total of five years.
Insurance Expiration:	06 01 2010
Date Archived:	



**CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

May 3, 2010

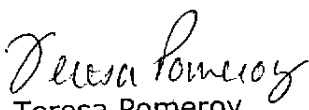
Merchants Building Maintenance, LLC
1639 E. Edinger Avenue, Suite C
Santa Ana, CA 92705

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Merchants Building Maintenance, LLC to furnish all labor, materials and equipment for full custodial maintenance services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Stations, and the Buena Clinton Family Resource Center in Garden Grove, California.

This Agreement was approved by the City Council on April 27, 2010.

Sincerely,

Kathleen Bailor
City Clerk


By: Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

William J. Dalton
Mayor

Steven R. Jones
Mayor Pro Tem

Dina Nguyen
Council Member

Bruce A. Broadwater
Council Member

Andrew Do
Council Member

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 27th day of April, 2010, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and Merchants Building Maintenance, LLC, here in after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED April 27, 2010.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, materials and equipment to provide full Custodial Maintenance Services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Station, and the Buena Clinton Family Resource Center in Garden Grove, CA.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The performance period shall be from May 21, 2010 through May 20, 2013, with the option to extend one (1) year at a time at the sole option of the CITY for a total possible performance period of five (5) years. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal (Attachment "B"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal, which is attached as Attachment "B" and is hereby incorporated by reference. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation for the three (3) years service shall not exceed one hundred twenty four thousand six hundred ninety eight dollars and 96/100 dollars (\$124,698.96), payable at the rate of three thousand four hundred sixty three dollars and 86/100

(\$3,463.86) per month in arrears. An additional fund for unforeseen maintenance issues of fifteen percent of the contract amount not to exceed \$18,705.00 over three years is available at the sole discretion of the Public Works Director. All work shall be in accordance with Scope of Work and RFP No. S-1056, which is attached as Attachment A, and is hereby incorporated by reference.

3.2 All work shall be done in accordance with Scope of Work and RFP No. S-1056 (Attachment A). Pricing shall remain firm for the first Three-years performance period. Contractor may request pricing increase prior to the signing of the third option year. Any increase shall be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items" entitled "Consumer Price Index, Los Angeles-Long Beach-Anaheim Average." However any increase shall not exceed three (3) percent.

3.3 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment B).

3.4 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.5 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving three (3) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Commercial crime policy in an amount of \$100,000.00 per occurrence, including employee dishonesty, forgery, alteration, and theft. Alternatively, CONTRACTOR may post a fidelity bond in the amount of \$100,000 to comply with this requirement.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of

any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. Merchants Building Maintenance, LLC
Attention: George Rodriguez
1639-C Edinger Avenue
Santa Ana, CA 92705
 - b. (Address of City) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

////
////
////

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 4/13/10

"CITY"
CITY OF GARDEN GROVE
By: [Signature]

ATTESTED:
[Signature]
City Clerk
Date: 4/13/10

"Merchants Building Maintenance, LLC"

By: [Signature]
Name: Theodore Heas
Title: Chairman
Date: 4/13/10
Tax ID No. 954558212

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:
[Signature]
Garden Grove City Attorney
Date: 4/15/10

ATTACHMENT "A"

City of Garden Grove

Public Works Department

SPECIFICATIONS FOR CONTRACT CUSTODIAL SERVICES

SECTION I - SCOPE OF WORK

Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, and Six Police Sub-Stations in Garden Grove. The performance period shall be for three (3) years with the option to extend one (1) year at a time at the sole option of the CITY for a total possible performance period of five (5) years. The contract will commence once the contract with the current service provider expires.

SECTION II - GENERAL CONDITIONS

While the initial agreement is to be awarded for a three year period with the option to extend one (1) year at a time at the sole option of the CITY for a total possible performance period of five (5) years.

- A. City reserves the right to terminate the agreement pursuant to the following provisions:
- (1) Whenever the Contractor shall default in performance of the Agreement in accordance with its terms and shall fail to cure such default within a period of ten (10) days after receipt from the City of a notice specifying the default; or
 - (2) City reserves the right to terminate the Agreement upon thirty (30) days notice to Contractor. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for convenience of the City, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.
- B. The amount due the Contractor by reason of termination shall be the amount Contractor is entitled to for all work and services satisfactorily performed to the date of termination.
- C. In the event of a partial termination, the portion of the sum, which is, payable with respect to the work under the continued portion of the Agreement shall be equitably adjusted by agreement between the Contractor and the City, and such adjustment shall be evidenced by an amendment to the Agreement.

No subcontractors will be employed by the Contractor unless specifically approved by the City's Facilities Supervisor. All persons engaged in the work will be

employees of the Contractor, and the Contractor will be held directly responsible for their work and supervision.

The Contractor will provide an adequate number of work force to work on a continuous basis with no rotation of staff members.

The Contractor hereby agrees to and shall hold the City, its elective and appointive boards, offices, agents and employees, harmless from any liability for damage or claims from damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of subcontractors operations under this agreement.

In view of the policy of the City with respect to endorsement of products, materials or equipment of any manufacturer, the Contractor shall not permit endorsements by photographs or written statements involving the City without prior written approval of the City through the Public Services Department.

All work under this contract shall be inspected by the Building Supervisor or his representative, to insure compliance with the specifications.

Since the City cannot be responsible for losses of Contractor's supplies, tools, or equipment, Contractors are hereby notified of their responsibility for providing proper identification and security for such items at their own expense.

The Contractor will be responsible for all damages to City property caused by his employees. Such damage shall be repaired promptly by the Contractor to the satisfaction of the City, at no expense to the City.

The Contractor shall be responsible for payment of all of his payrolls, including withholding taxes, social security, unemployment compensation insurance, and for payment of his public liability insurance and employee bonds.

Payment for services shall be made to the Contractor once a month upon submission of an invoice consisting of an original and two copies, properly certified.

The City reserves the right to increase or decrease the cleaning of certain areas as circumstances may require. In the event of increased or decreased cleaning requirements, the Contractor shall submit in writing to the City Purchasing Agent the change in man-hours of time and the additional cost or credit to the City. The cost or credit will be expected to be reasonably proportionate to the initial bid price compared with square footage of cleaning area. When the proposal is accepted by the City, it shall be confirmed by written amendment to the contract.

The Contractor shall provide all necessary machines, equipment, tools and labor, etc., as may be necessary to perform the work outlined herein. The Contractor shall deposit all trash in the refuse containers designated by the Building Supervisor.

The City will furnish consumable items such as toilet paper, paper towels, soap refill for dispenser units, plastic trash container liners, sanitary napkins, toilet seat covers, and urinal deodorant blocks. The Contractor shall be responsible, however, to secure City-supplied items and refill all containers and dispensers; and shall sign out on a log for all City supplies.

The Contractor will furnish all cleaning materials and supplies, such as liquid floor cleaner, disinfectants, floor wax stripper, floor wax, floor sealers, carpet cleaning materials.

The Contractor will provide a listing of products intended for use, with a copy of the manufacturer's M.S.D.S. sheets for City approval.

SECTION III - PERSONNEL REQUIREMENTS

The Contractor shall have present on the job at all times during the working hours, a competent supervisor and any necessary assistants. Prior to the commencement of work, the Contractor shall submit in writing to the Building Supervisor, for prior approval, the name of the person intended to be employed as Supervisor for the execution of this contract, along with his qualifications and past experience. The Supervisor shall be required to communicate effectively in the English language, and to report to the Building Supervisor or designee as necessary to review cleaning requirements and deficiencies.

The City reserves the right to execute a background investigation of any employee of this Contractor and to require the Contractor to remove any employee whose actions are considered detrimental to the best interest of the City. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or permit to remain on the job, any person he considers unfit.

The successful Contractor shall properly identify each employee engaged for this work. Also, the Contractor shall provide each employee with a uniform (shirt or blouse) with the Contractor's logo and an identification card.

The City will periodically inspect all work performed by the Contractor. Normally, at least a weekly joint inspection shall be conducted by Contractor or his representative and the Building Supervisor or his designee.

Keys for buildings are controlled by the Building Supervisor or his designee at all times. Every effort shall be exercised by Contractor's employees to conserve electricity by only lighting areas in which work is currently being performed.

Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use telephones, televisions, radios, or computers while on duty. Violations will be grounds for dismissal.

For the purposes of coordination and control, the Contractor must so arrange his employees' HOLIDAYS, SICK LEAVE, AND VACATIONS to conform to City schedules.

SECTION IV - WORKMANSHIP AND HOURS

All work shall be performed Monday through Friday, inclusive, between the hours of 5:30 p.m. and 10:30 p.m. Also, the Contractor shall schedule and arrange his work so he will not interfere with operational functions of the building. To facilitate inspection by the Building Supervisor or his designee, the Contractor will maintain a consistent work schedule between the hours of 5:30 p.m. and 10:30 p.m., and prior to commencement of work under this contract, submit a written work schedule to the City's Facilities Supervisor. At indeterminate times, some areas of the building will be occupied and used by employees for after-hours work, and such circumstances shall not alleviate responsibility of required cleaning at a later time.

The City Jail Facility requires that the contractor be available on an on-call 24-hour basis.

SECTION V - WORK STANDARDS

Definition of various operations:

Cleaning: To free from dirt or impurities, removing stains, either by hand or with tools from urinals, water closets, sinks, drinking fountains, light fixtures, mirrors, etc.

Buffing: To clean or shine with a floor machine, surfaces such as resilient tiles, terrazzo, wood, slate, etc.

Dusting: to remove surface dust or dirt as from furniture, files, sill, blinds, telephones, vents, grills, lighting fixtures, with properly treated cloths.

Emptying: To remove accumulation of trash or residue from waste containers, ashtrays, receptacles, etc., and deposit in designated containers on outside of buildings.

Mopping, Damp and Wet: to wash, wipe and remove from floor and stair surfaces to leave acceptably clean.

Polishing: To smooth and brighten as by rubbing with polishing cloth using proper pastes, etc., as surfaces may require, such as brass, furniture, counters, mirrors, etc.

Refill: To replace the contents of a container such as soap, toilet tissue, towel dispensers, etc.

Stripping: This is a colloquial term for removing built-up waxes, seals and other floor dressings, the original natural surface before applying a fresh coat of protective cover to surfaces such as resilient tile, wood, terrazzo, etc.

Sweeping: To remove or clear away dirt or debris with a broom or brush. Normally all horizontal surfaces subject to foot or wheel usage.

Upholstery Cleaning: As needed.

Vacuum: To clean with a vacuum cleaner. Regular emptying of collector device is important and proper setting of height above surface will improve effectiveness.

Washing: The act or process of making thoroughly clean by moistening, wetting, scrubbing, rinsing, with water plus proper quantities of soap, detergents and disinfectants for various objects and equipment.

Waxing: To cover or treat with liquid wax or other floor finish in proper quantities over properly prepared surfaces to protect and beautify.

Window Cleaning

The interior building glass shall be cleaned quarterly and spot cleaned as needed. Reference Section VI offices #7, clean all door glass daily to include all interior office glass.

NOTE: Contractors proposal should also include clarification of how the four main types of floor covering listed below will be maintained:

1. VCT
2. Ceramic Tile
3. Linoleum
4. Carpet

SECTION VI - SQUARE FOOTAGE

It shall be the contractor's sole responsibility to determine the correct square footage of all facilities included in this Request for Proposal.

SECTION VII - HOLIDAYS

The City currently observes the following holidays:

- New Years Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day

Christmas Day
Two (2) Work Days - the week between Christmas and New Year's

SECTION VIII - FREQUENCY OF OPERATIONS

The Contractor shall be required to schedule his work to insure that the following frequency of operations are adhered to or exceeded.

DAILY

Offices

1. Empty all waste receptacles, trash containers, ash trays/sand urns.
2. Replace liners as necessary.
3. Remove trash to designated area.
4. Vacuum all carpeted floors and walk mats.
5. Sweep and damp mop all hard surface floors.
6. Spot clean all carpet areas as necessary.
7. Clean all door glass inside and out.
8. Clean and polish drinking fountains.
9. Sweep all outside entryways leading into the building.

Restrooms (Men and Women)

1. Empty and clean all waste and trash receptacles. Replace liners.
2. Remove trash to designated areas.
3. Replenish toilet supplies.
4. Empty sanitary napkin containers and replace liners.
5. Clean all bowls, urinals and basins.
6. Clean and disinfect all operating fixtures.
7. Sanitize underside and tops of toilet seats.
8. Clean all mirrors and dispensers.
9. Spot wash walls, toilet partitions, door kick plates, push plates.
10. Sweep and wet mop floors with disinfectant.

Lunchroom, Coffee Area

1. Empty all waste receptacles.
2. Empty and clean coffee pots.
3. Clean sink/fixtures, countertops and cabinet exteriors.
4. Wash any spillage off appliances and vending machines.
5. Wash all tables and chairs.
6. Refill all dispensers.
7. Sweep and damp mop floors.

WEEKLY

Offices

1. Dust all furniture, file cabinets, window sills, door frames, pictures.
Clean entry door jambs and thresholds. Damp mop base boards.
2. Clean and disinfect all telephone hand sets.
3. Remove all marks from all interior walls and wall switches.

Restrooms

1. Wash toilet partitions, walls, doors and jambs.
2. Machine scrub tile floors with disinfectant.

Lunchroom, Coffee Area, Lobby

1. Wet mop, remove all scuff marks on all vinyl floors.
2. Refinish and polish all vinyl floors as necessary to maintain a high gloss finish..
3. Remove all marks from all interior walls and switches.

MONTHLY

1. Vacuum all carpet areas and walk mats.
2. Spot clean carpet as necessary.
3. Clean carpet by the hot water extraction method.
4. Dust all overhead light fixtures, air vents/grills.
5. Dust all artificial plants.
6. Polish all bright metal work and plumbing fixtures.

NOTE: Contractor shall specify in their proposal, the method used to clean the light fixtures and the frequency of the cleaning if other than monthly will be performed.

QUARTERLY

1. Sweep, wash and wax all resilient floors.
2. Vacuum all upholstery furniture and partitions.
3. Wash all plastic, wood window coverings.

SEMI-ANNUALLY

1. Strip and wax resilient tile floors.

CITY JAIL FACILITY REQUIREMENTS

Please note that the City Jail Facility has the following special requirements that **must be met.**

1. The jail facility is to be cleaned twice a day on weekdays at 0900 & 1800, but the City is flexible on the hours.
2. The jail facility is to be cleaned once a day on the weekends at 0900, but the City is flexible on the hours.
3. In addition to normal cleaning of floors and furniture, the walls must be sprayed and wiped down with a special chemical that kills HIV, HEPATITIS C, AIDS, etc.
4. The contractor must respond at various times during the day and night for cleanup of body fluids and waste and dispose of same (hazmat type call).
5. Floors should be waxed every 6 months.
6. For security purposes, the same crew or person must be assigned to the jail facility all of the time to avoid need to conduct security checks on each person before they are allowed into the jail facility.
7. One of the City's employees is highly allergic to normal floor cleaners that may be used, therefore the City reserves the right to request special cleaners to accommodate this issue. The contractor **must be flexible** in this area and comply with this request. The current products being used can be shared with the contractor if requested.
8. A supervisory contact that can be reached 24/7 is required, if a problem should arise. Immediate response from this individual is required. If the issue can be handled via telephone or a staff member can respond to the issue versus the supervisor, that will be acceptable. The first attempt to make contact would be to the staff prior to calling the supervisor.

SECTION IX - CUSTODIAL SERVICE LOCATIONS

1. Garden Grove Housing Authority: 11277 Garden Grove Blvd.
2. City Jail Facility: 11301 Acacia Parkway
3. Police Sub Station 1: 9824 Garden Grove Blvd.
4. Police Sub Station 2: 12841 Western Avenue
5. Police Sub Station 3: 10582 Acacia Parkway
6. Police Sub Station 4: 9755 Bixby
7. Police Sub Station 5: 12387 Lewis Street
8. Police Sub Station 6: 14361 Euclid Avenue #3B
9. Buena Clinton Family Resource Center: 12661 Sunswept Avenue

Only those proposals that submit pricing on all eight (8) locations will be considered! No exceptions!

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: February 8, 2010

Date Effective: February 8, 2010

RFP No. 01-1056

Contract: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Station, and the Buena Clinton Family Resource Center in Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Page 11, PROPOSAL PRICING to be revised per Attached page:
Please include the revised Proposal Pricing sheet that is attached to this addendum with your proposal since it includes the location that has been added in Item 3 below.

3. Page 24, SCOPE OR WORK, Section IX: Custodial Service Locations to be revised to add the following location:

Location 9: **Buena Clinton Family Resource Center located at 12661 Sunswep Avenue, Garden Grove, CA 92843.**

Additional information on this facility will be given out at the Pre-Bid Meeting on February 17, 2010 at 10am as stated on Page 2 of the RFP document.

4. The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

PROPOSAL PRICING
RFP NO. S-1056: CUSTODIAL SERVICES
"ATTACHMENT B"

THE HONORABLE MAYOR AND CITY COUNCIL
 CITY OF GARDEN GROVE
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Sites, and the Buena Clinton Family Resource Center in Garden Grove, CA. HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

PROPOSAL (Pricing to be stated as a monthly cost per location!)			
Proposal for (9) Nine Locations			
Location	Street Address	Monthly Cost	Total Cost for 36 Months
1. Garden Grove Housing Authority-First Floor Only	11277 Garden Grove Blvd.	\$	\$
2. City Jail Facility	11301 Acacia Parkway	\$	\$
3. Police Sub Station 1	9824 Garden Grove Blvd.	\$	\$
4. Police Sub Station 2	12841 Western Avenue	\$	\$
5. Police Sub Station 3	10582 Acacia Parkway	\$	\$
6. Police Sub Station 4	9755 Bixby	\$	\$
7. Police Sub Station 5	12387 Lewis Street	\$	\$
8. Police Sub Station 6	14361 Euclid Avenue #3B	\$	\$
9. Buena Clinton Family Resource Center	12661 Sunswept Avenue	\$	\$
	TOTALS	\$	\$

TOTAL PROPOSAL AMOUNT for all Nine Locations for 36 MONTHS in Written Words

Lump Sum

The above proposal price includes all applicable taxes for the pricing proposed in this submittal.
Note: In case of discrepancy between the words and figures, the words prevail.

Question received from a prospective bidder/proposer:

A. **Question:** Could you please provide the approximate square footages of the six police substations?

Answer: Approximate square footage of the six police substations are as follows, however the Contractor is responsible for verifying the square footage and the City is not responsible for any error in square footage.

12841 Western	760 Square Feet
9755 Bixby	330 Square Feet
9824 Garden Grove Blvd	440 Square Feet
10582 Acacia	165 Square Feet
12387 Lewis	600 Square Feet
14361 Euclid # 3B	1175 Square Feet

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: September 30, 2004

Date Effective: September 30, 2004

RFP No. 01-1079

Contract: **Furnish all labor, materials and equipment to provide full custodial maintenance services at the City of Garden Grove Housing Authority and WIA offices located at 11277 Garden Grove Boulevard, first floor only, Garden Grove, CA**

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Page 2, Letter of Invitation, 4TH paragraph - Revise bid due date to read:

The RFP DUE DATE is hereby changed from 4:00 p.m. on Tuesday October 5, 2004, to a new **BID DUE DATE OF 4:00 p.m. local time on Friday, October 8, 2004.**

3. Answer to questions received on or before September 30, 2004.

Question: Please provide the current monthly contract amount for the custodial services on this project?

Answer: The current monthly fee is \$1,249.00 per month payable in arrears.

Question: Please provide the number of holidays observed at the City?

Answer: There are nine (9) Holidays

Addendum No. 1
September 30, 2004
Page 2 of 2 No. 2

4. The contractor is hereby notified that Addendum No. 2 must be acknowledged in their proposal document and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by: _____

Thomas C. Meng, C.P.M.
Purchasing Agent.

ADDENDUM No. 3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: February 12, 2010

Date Effective: February 12, 2010

RFP No. 01-1056

Contract: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Station, and the Buena Clinton Family Resource Center in Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Page 2, Mandatory Pre-proposal Conference and Site Inspection, Revise as follows:

The Mandatory Pre-proposal Conference and Site Inspection is hereby changed from 10:00 a.m., Wednesday, February 17, 2010 to a new Mandatory Pre-proposal Conference and Site Inspection Date of **10:00 a.m., Wednesday, February 24, 2010. The location will remain the same.**

3. Page 2, Proposal Submittal Date, Revise item as follows:

The Proposal Submittal Date is hereby changed from 4:00 p.m., Monday, March 1, 2010 to a new Proposal Submittal Date of **4:00 p.m., Monday, March 8, 2010.**

4. The contractor is hereby notified that Addendums No's. **1, 2, and 3** must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ADDENDUM No. 4

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: February 24, 2010

Date Effective: February 24, 2010

RFP No. 01-1056

Contract: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Stations, and the Buena Clinton Family Resource Center in Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. The contractor is hereby notified that Addendums No's. **1, 2, 3, and 4** must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

3. Additional Information to be provided to those who attended the Mandatory Pre-Proposal Meeting on February 24, 2010:

- The square footage for the first floor of the Garden Grove Housing Authority is 15,600 and the square footage of the City Jail Facility will not be provided since a tour of the facility was given. Please note that it is the ultimate responsibility of the contractor to verify all square footage and the City is not responsible for any errors on square footage provided.
- Please provide the fee that will be charged for any emergency calls made by the City Jail Facility for cleanups that are not part of the routine maintenance required. This rate is to be stated on **Page 12, Attachment B, Proposal Pricing**, of the RFP Document under "**Additional Costs Associated with Providing Services**"

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ADDENDUM No. 5

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: February 24, 2010

Date Effective: February 24, 2010

RFP No. 01-1056

Contract: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Station, and the Buena Clinton Family Resource Center in Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The contractor is hereby notified that Addendums No's. **1, 2, 3, 4, and 5** must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.
3. Correction to the square footage of the Garden Grove Housing Authority:
 - The square footage for the first floor of the Garden Grove Housing Authority is 15,660 and not 15,600 as stated in Addendum No. 4.

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ADDENDUM No. 6

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: February 26, 2010

Date Effective: February 26, 2010

RFP No. 01-1056

Contract: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Station, and the Buena Clinton Family Resource Center in Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. The contractor is hereby notified that Addendums No's. **1, 2, 3, 4, 5, and 6** must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

3. Questions asked after the Pre-proposal meeting:

1. **Question:** Under work standards, Section V, it states that interior building glass should be cleaned quarterly, and it states to reference Section VI offices #7, clean all door glass daily to include all interior office glass. So, is it daily or quarterly? First, I would just like to clarify that this means there is no exterior glass included in this contract (other than the exterior of the glass doors)? Also, can you explain what you mean by "clean all glass daily" as indicated in the work standards? Under the scope of work the glass/windows are not mentioned (other than the doors), but under work standards it is mentioned. Please clarify what is expected and the frequency for all glass and windows and whether the exterior is included.

Answer: This mean that interior offices and door glass should be cleaned daily. Door glass should be cleaned inside and outside daily. Large interior window glass should cleaned quarterly.

2. **Question:** Can you please provide a copy of the plans for the Buena Clinton Youth and Family Center that is more legible and easier to read?

Answer: Yes, the plan files were emailed on February 26, 2010 to all registered vendors who attended the Mandatory Pre-Proposal meeting and site walk on February 24, 2010.

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

PROPOSAL PRICING
RFP NO. S-1056: CUSTODIAL SERVICES
"ATTACHMENT B"

THE HONORABLE MAYOR AND CITY COUNCIL
 CITY OF GARDEN GROVE
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to: Furnish all Labor, Materials, and Equipment to Provide full custodial services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Sites, and the Buena Clinton Family Resource Center in Garden Grove, CA. HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

PROPOSAL (Pricing to be stated as a monthly cost per location!)			
Proposal for (9) Nine Locations			
Location	Street Address	Monthly Cost	Total Cost for 36 Months
1. Garden Grove Housing Authority-First Floor Only	11277 Garden Grove Blvd.	\$ 1,229.57	\$44,264.52
2. City Jail Facility	11301 Acacia Parkway	\$ 1,198.69	\$43,152.84
3. Police Sub Station 1	9824 Garden Grove Blvd.	\$ 86.37	\$3,109.32
4. Police Sub Station 2	12841 Western Avenue	\$ 86.37	\$3,109.32
5. Police Sub Station 3	10582 Acacia Parkway	\$ 57.58	\$2,072.88
6. Police Sub Station 4	9755 Bixby	\$ 86.37	\$3,109.32
7. Police Sub Station 5	12387 Lewis Street	\$ 86.37	\$3,109.32
8. Police Sub Station 6	14361 Euclid Avenue #3B	\$ 115.17	\$4,146.12
9. Buena Clinton Family Resource Center	12661 Sunswep Avenue	\$ 517.37	\$18,625.32
	TOTALS	\$3,463.86	\$124,698.96

TOTAL PROPOSAL AMOUNT for all Nine Locations for 36 MONTHS in Written Words
 One hundred twenty four thousand six hundred ninety eight dollars and ninety six cents

Lump Sum

The above proposal price includes all applicable taxes for the pricing proposed in this submittal.
Note: In case of discrepancy between the words and figures, the words prevail.

**PROPOSAL PRICING
RFP NO. S-1056: CUSTODIAL SERVICES
"ATTACHMENT B" CONT.**

ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:

Jail Emergency Call - \$89.90 per occurrence
Carpet shampoo :- \$0.08 per square foot

Please provide a cost break down of how additional costs are calculated.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

The City reserves the right to add and delete custodial services related to this RFP as needed!

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: MERCHANTS BUILDING MAINTENANCE, LLC

FILE NUMBER: 199600210062
FORMATION DATE: 01/02/1996
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 4, 2009.

DEBRA BOWEN
Secretary of State

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

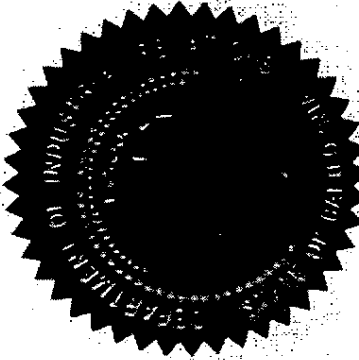
NUMBER 1793-ZC

CERTIFICATE OF CONSENT TO SELF-INSURE

MERCHANTS BUILDING MAINTENANCE, LLC (a CA corporation)
Affiliate of Merchants Building Maintenance Company

THIS IS TO CERTIFY, That _____
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY of January 1966

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

STEPHEN J. SMITH
DIRECTOR

MARK B. ASHCRAFT
MANAGER

* Revocation of Certificate.—A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him. (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.
Supersedes Affiliate Certificate of Consent to Self-Insure No. 1793-ZC, previously issued to Merchants Building Maintenance of California, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2010

PRODUCER Bolton & Company
245 S. Los Robles Ave., Suite 105
Pasadena, CA 91102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

0008309
www.boltonco.com

(626) 799-7000
626-583-2125

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Merchants Building Maintenance
1190 Monterey Pass Road
Monterey Park CA 91754

L
L
L
L
L

INSURER A: Travelers Property & Casualty *OF Amer.*

A, XV

INSURER B: Midwest Employers Casualty Company

A+, XV

INSURER C: Twin City Fire Insurance Company

A, XV

INSURER D: Federal Insurance Company

A++, XV

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6308043N684TIL09	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	810329D1831TIL09	6/1/2009	6/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$0	CUP8043N684TIL09	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	EW0008280 Excess WC (CA) 72WETZ9456 Out of State	3/1/2010 1/1/2010	3/1/2011 1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Employee Theft /Forgery	81585028	6/1/2009	6/1/2010	Limit \$1 MIL/Ded. \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations.
 Blanket GL Additional Insured per form CGD246 0805 attached, only if required by written contract.
 Auto Additional Insured per CA 2048 0299 attached. GL Primary Wording applies per CGD037 04/05 attached.
 Job: #33578, The City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Stations, and the Buena Clinton Family Resource Center in Garden Grove, CA. Additional Insured(s): City of Garden Grove. ...Cont...

CERTIFICATE HOLDER

REV - MBM CA, #33578

City of Garden Grove
Attn: Sandy Segawa
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

Reviewed and approved as to insurance language and/or requirements

4-26-10

Risk Management

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Cheryl Feia

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE - ADDENDUM

Named Insured:

Merchants Building Maintenance
1190 Monterey Pass Road
Monterey Park CA 91754

Certificate Holder:

Issue Date: 4/23/2010

City of Garden Grove
Attn: Sandy Segawa
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

Revised, replacing certificate previously issued on 03/24/10.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

Reviewed and approved as to insurance language
and/or requirements.

4-20-10

Heidi M. Jay
Risk Management

POLICY NUMBER: 810329D1831TIL09

COMMERCIAL AUTO
ISSUE DATE: - -
6/1/2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove

Attn: Sandy Segawa

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Reviewed and approved as to insurance language
and/or requirements.

4-20-10

Heidi M. Jay
Risk Management

AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE, LLC, FOR
CUSTODIAL CONTRACT SERVICES (F: 55) (XR: 24.1)

Staff report dated April 27, 2010, was introduced.

It was moved by Council Member Broadwater, seconded by Council Member Do, and carried by unanimous vote that the Agreement by and between the City of Garden Grove and Merchants Building Maintenance, LLC, for custodial contract services, in the firm fixed price amount of \$124,698.96, with the option to renew the contract for an additional two years, and to include an additional \$18,705.00 to cover any unforeseen maintenance issues; for a total of \$143,403.96 for the first three years, be and hereby is approved; and the City Manager is authorized to execute the agreement on behalf of the City.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept: City Manager
Subject: APPROVE CONTRACT FOR CUSTODIAL SERVICES

From: Keith G. Jones
Dept: Public Works
Date: April 27, 2010

OBJECTIVE

To request that City Council award the contract for custodial contract services.

BACKGROUND

In March 2010, the current custodial contract with Merchants Building Maintenance expired that provided custodial services at the City's jail facility, police substations, and the Housing Authority building. To continue these services, staff extended the current contract for two months to cover the renewal process. City staff then developed a set of specifications and proceeded with a request for proposal (RFP) to continue these services.

DISCUSSION

On February 24, 2010, there was a mandatory pre-bid meeting with 24 prospective janitorial vendors. Following the pre-bid meeting staff received 12 RFP's. At the March 11, 2010, Source Selection Committee (SSC) meeting, an initial review of the proposals was performed and five proposals were found to either have information missing or had errors in their calculations. The SSC agreed to allow these five proposers to remain in the evaluation process but would consider these errors into the scoring process. Staff reviewed these proposals and the results of the RFP scores are as follows:

COMPANY NAME	THREE YEAR CONTRACT TOTAL	INITIAL SSC SCORES 03/22/10	FINAL SSC SCORES 04/07/10
Merchants Building Maintenance Monterey Park, CA	\$124,698.96	2856	2761
Come Land Maintenance Company Los Angeles, CA	\$149,832.00	2434	1659
Great Cleaning Service Irvine, CA	\$116,280.00	2715	1545

APPROVE CONTRACT FOR
 CUSTODIAL SERVICES
 APRIL 27, 2010
 PAGE 2

COMPANY NAME	THREE YEAR CONTRACT TOTAL	INITIAL SSC SCORES 03/22/10	FINAL SSC SCORES 04/07/10
Lincoln Training Center South El Monte, CA	\$197,820.00	1994	NOT IN COMPETITIVE RANGE
S&S Facility Management Carson, CA	\$173,520.00	1972	NOT IN COMPETITIVE RANGE
Imperial Maintenance Services Burbank, CA	\$230,736.24	1848	NOT IN COMPETITIVE RANGE
United Maintenance Systems Burbank, CA	\$174,924.00	1731	NOT IN COMPETITIVE RANGE
A-1 Building Management Fullerton, CA	\$266,689.80	1687	NOT IN COMPETITIVE RANGE
General Building Management Co. Los Angeles, CA	\$167,652.00	1641	NOT IN COMPETITIVE RANGE
The Janitorial Company Fresno, CA	\$106,164.00	1440	NOT IN COMPETITIVE RANGE
Western Building Cleaning Co., Inc. Fountain Valley	\$265,140.00	1235	NOT IN COMPETITIVE RANGE
Ver-O-Roses Maintenance Inc., dba: AVOR City of Industry, CA	\$236,517.12	1186	NOT IN COMPETITIVE RANGE

On April 5, 2010, the SSC interviewed Great Cleaning Service, Come Land Maintenance Company and Merchants Building Maintenance. Based on the evaluation results, Merchants Building Maintenance rated highest in qualifications and its ability to offer a work plan that best fit the needs of the City.


FINANCIAL IMPACT

The cost for the custodial contract with Merchants Building Maintenance is \$41,566.32 annually. Funds are available in the adopted budget.

RECOMMENDATION

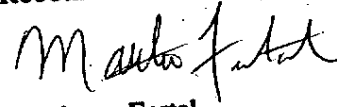
It is recommended that City Council:

- Award a contract for custodial contract services to Merchants Building Maintenance in the firm fixed price amount of \$124,698.96, with the option to renew the contract for an additional two years, and to include an additional \$18,705.00 to cover any unforeseen maintenance issues; for a total of \$143,403.96 for the first three years.
- Authorize the City Manager to execute contract on behalf of the City.


KEITH G. JONES
Public Works Director


By: Ron Meislahn
Facilities Manager

Recommended for Approval


Matthew Fertal
City Manager

Attachments: 1) Contract
Rater Sheets Available Upon Request