

AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance, LLC
Agreement Type:	Full custodial maintenance services at nine locations in the City of Garden Grove
Date Approved:	08 25 2015
Start Date:	09 01 2015
End Date:	08 31 2018 (Option to extend 2 years to 08/31/2020)
Contract Amount:	\$164,493.72
Comments	Public Works
Insurance Expiration:	06 01 2016
Date Archived:	ARCHIVED 10/13/2015



**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.*

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

September 3, 2015

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 nine locations for the City of Garden Grove.

The Agreement was approved by the City Council at their meeting held on August 25, 2015.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25th day of August, 2015, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Merchants Building Maintenance, LLC**, herein 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 August 25, 2015.
2. CITY desires to utilize the services of CONTRACTOR to Provide Full Custodial Services at Nine Locations in the City of Garden Grove.
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 initial term of the Agreement shall be from September 1, 2015 through August 31, 2018, with options for CITY to extend the term of the Agreement for up to two (2) additional years, for a total of five (5) years. Option years shall be exercised one (1) years at a time, at the sole option of the CITY. 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 Pricing Form (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 Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT**. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Sixty Four Thousand Four Hundred Ninety Three Dollars and 72/100 (\$164,493.72) for the first three years, which includes (\$137,078.72) for cleaning of the nine locations plus an additional (\$27,415.00) for emergency jail facility cleaning and other emergency cleaning as required, payable in arrears and in accordance with Proposal Pricing form, Attachment B. All work shall be in accordance with RFP No. S-1165.

- 3.2 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 Pricing Proposal (Attachment B).
- 3.3 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.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) 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/CONSULTANT 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 not less than 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 not less than \$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 Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its 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, its 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, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in 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. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California

Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

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. (Contractor)
Merchants Building Maintenance, LLC
Attention: David Haas, President
1639 E. Edinger Avenue, Bldg. C
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: 8/28/15

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 8/31/2015

"CONTRACTOR"

Merchants Building Maintenance, LLC

By: [Signature]

Name: David Haas

Title: President

Date: 7/24/15

Tax ID No. 95-4558242

Contractor's License: _____

Expiration Date: _____

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

7-29-15

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1165

Provide Full Custodial Services at Nine Locations in the City of Garden Grove

SECTION I – SCOPE OF WORK

The City of Garden Grove is seeking qualified contractors with a minimum of five (5) years of experience providing custodial services similar to those requested in this Scope of Work. The qualified contractor selected will 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, Buena Clinton Family Resource Center, Six Police Sub-Station in Garden Grove and will be on-call to provide emergency clean-up service at the City Jail Facility on a 24-hour basis.

The initial 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.

Only those proposals that submit pricing on all nine (9) locations as well as the Emergency Call Fee for the Jail Facility will be considered! No exceptions!!

SECTION II – GENERAL CONDITIONS

- A. City reserves the right to terminate the agreement pursuant to the following provisions:
- (1) Whenever the Contractor shall default in performance for 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 affected 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 Works 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 shall 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 Janitorial Supervisor 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 proposal 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, and 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, and 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 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 buildings 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, sills, 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 the 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 a 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, as found on cubicles and interior doors.*

NOTE: Contractor's 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

The approximate square footage of the locations are as follows however it shall be the Contractor's sole responsibility to determine and verify the correct square footage of all facilities included in this Request for Proposal.

1. Garden Grove Housing Authority-First Floor 15,660
2. City Jail Facility-proposer responsible to measure during site visit
3. Police Sub Station One 440
4. Police Sub Station Two 760
5. Police Sub Station Three 165
6. Police Sub Station Four 330
7. Police Sub Station Five 600
8. Police Sub Station Six 1,200
9. Buena Clinton Family Resource Center 660

SECTION VII – HOLIDAYS: The City currently observes the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Two (2) Work Days – the week between Christmas and New Years

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, ashtrays/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.
2. Clean entry door jambs and thresholds. Damp mop base boards.
3. Clean and disinfect all telephone handsets.
4. 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 9:00 a.m. and 6:00 p.m., but the City is flexible on the hours.
2. The jail facility is to be cleaned once a day on the weekends at 9:00 a.m. 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 bodily fluids and waste and dispose of same (hazmat type call).
5. Floors should be waxed every six (6) months.
6. For security purposes, the same crew or person must be assigned to the jail facility all of the time to avoid to 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, which 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 Boulevard
2. City Jail Facility: 11301 Acacia Parkway
3. Police Sub Station 1: 9547 Garden Grove Boulevard
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: 9547 Bolsa Avenue #B
9. Buena Clinton Family Resource Center: 12661 Sunswept Avenue

**PROPOSAL PRICING
RFP NO. S-1165:
CUSTODIAL SERVICES
"ATTACHMENT B" REVISED**

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: Provide Custodial Services at Nine Locations in the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

**PART A) PROPOSAL WHICH INCLUDES MINIMUM WAGE RATE SEPTEMBER 1, 2015-
DECEMBER 31, 2015**

PROPOSAL (Pricing to be stated as a monthly cost per location!)			
Proposal for (9) Ten Locations			
Location	Street Address	Monthly Cost	Total Cost for September 1, 2015 thru December 31, 2015
1. Garden Grove Housing Authority-First Floor Only	11277 Garden Grove Blvd.	\$1,161.03	\$4,644.12
2. City Jail Facility	11301 Acacia Parkway	\$1,298.00	\$5,192.00
3. Police Sub Station 1	9547 Garden Grove Blvd.	\$92.65	\$370.60
4. Police Sub Station 2	12841 Western Avenue	\$92.65	\$370.60
5. Police Sub Station 3	10582 Acacia Parkway	\$92.65	\$370.60
6. Police Sub Station 4	9755 Bixby	\$92.65	\$370.60
7. Police Sub Station 5	12387 Lewis Street	\$92.65	\$370.60
8. Police Sub Station 6	9547 Bolsa Avenue #B	\$92.65	\$370.60
9. Buena Clinton Family Resource Center	12661 Sunswep Avenue	\$555.55	\$2,222.20
	TOTALS	\$3,570.48	\$14,281.92

TOTAL PROPOSAL AMOUNT for all Nine (9) Locations for 4 months at current minimum wage rate through the end of 2015 in Written Words:

Fourteen thousand two hundred eighty one dollars and ninety two 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-1165: CUSTODIAL SERVICES
"ATTACHMENT B" REVISED**

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 FIGURE MUST BE PROVIDED AND MUST NOT BE LEFT BLANK.***

10. Emergency Call Jail Facility Clean-Up Fee-\$99.79 _____ per each call _____.

PLEASE PROVIDE ANY ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES THAT ARE NOT ALREADY INCLUDED IN ITEMS 1-10 ABOVE.

Interior and exterior window washing- \$22.50/hour

Pressure washing - \$28.50

Carpet cleaning - \$0.08 cents per sq. ft. and deep extraction cleaning - \$0.12 cents per sq. ft.

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

**PROPOSAL PRICING
RFP NO. S-1165:
CUSTODIAL SERVICES
"ATTACHMENT B" REVISED**

**PART B) PROPOSAL WHICH INCLUDES MINIMUM WAGE RATE JANUARY 1, 2016-
August 31, 2018:**

PROPOSAL (Pricing to be stated as a monthly cost per location!)			
Proposal for (9) Ten Locations			
Location	Street Address	Monthly Cost	Total Cost effective January 1, 2016 through August 31, 2018
1. Garden Grove Housing Authority-First Floor Only	11277 Garden Grove Blvd.	\$1,177.35	\$37,675.20
2. City Jail Facility	11301 Acacia Parkway	\$1,424.86	\$45,595.52
3. Police Sub Station 1	9547 Garden Grove Blvd.	\$101.86	\$3,259.52
4. Police Sub Station 2	12841 Western Avenue	\$101.86	\$3,259.52
5. Police Sub Station 3	10582 Acacia Parkway	\$101.86	\$3,259.52
6. Police Sub Station 4	9755 Bixby	\$101.86	\$3,259.52
7. Police Sub Station 5	12387 Lewis Street	\$101.86	\$3,259.52
8. Police Sub Station 6	9547 Bolsa Avenue #B	\$101.86	\$3,259.52
9. Buena Clinton Family Resource Center	12661 Sunswept Avenue	\$605.28	\$19,968.96
	TOTALS	\$3,818.65	\$122,796.80

TOTAL PROPOSAL AMOUNT for all Nine (9) Locations for 32 months at minimum wage rate as of January 1, 2016 in Written Words

One hundred twenty two thousand seven hundred ninety six dollars and eighty 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.

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 FIGURE MUST BE PROVIDED AND MUST NOT BE LEFT BLANK.**

10. Emergency Call Jail Facility Clean-Up Fee-\$110.77 per each call.

PLEASE PROVIDE ANY ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES THAT ARE NOT ALREADY INCLUDED IN ITEMS 1-10 ABOVE.

Interior and exterior window washing- \$22.50/hour

Pressure washing - \$28.50

Carpet cleaning - \$0.08 cents per sq. ft. and deep extraction cleaning - \$0.12 cents per sq. ft.

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

TOTAL COST OF PROPOSAL PARTS A AND B COMBINED for all Nine (9)

Locations for 36 months: \$137,078.72

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 at its discretion.

BY: _____
(Signature)

(714) 973-9272
(Phone Number)

George Rodriguez
(Type or Print Name)

Branch Manager
(Title)

georger@mbmonline.com
(Email Address)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2015

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

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

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 <i>Amie Joyce</i> <i>626-535-1488</i> <i>ajoyco@boltonco.com</i> www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000		FAX (A/C, No): (626) 583-2117
	E-MAIL ADDRESS:		
INSURED Merchants Building Maintenance 1190 Monterey Pass Road Monterey Park CA 91754			INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Mutual Fire Insurance Company (A XV)			NAIC # 23035
INSURER B: Safety National Casualty Corporation (A XI)			15105
INSURER C: Federal Insurance Company (A++XV)			20281
INSURER D: Liberty Insurance Corporation (A XV)			42404
INSURER E: Employers Insurance Company of Wausau (A XV)			21458
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 26254692

REVISION NUMBER:

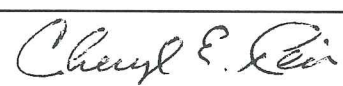
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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 OTHER:	<input checked="" type="checkbox"/>		TB2Z91460659065	6/1/2015	6/1/2016	EACH OCCURRENCE	\$ 1,000,000
				<i>Reviewed and approved as to insurance language and/or requirements.</i> <i>Neida m. Joy</i> <i>9-2-15</i> Risk Management			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 0
							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	<input checked="" type="checkbox"/>		AS2Z91460659025	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			TH7Z91460659045	6/1/2015	6/1/2016	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		SP4050764 Excess WC (CA)	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
E				WCCZ99460659055 (AOS)	1/1/2015	1/1/2016	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Employee Theft / Forgery			81585028	6/1/2015	6/1/2016	Limit \$1 MIL/Ded. \$25,000	
A	Rented Equipment			YM2Z91460659075	6/1/2015	6/1/2016	Limit: \$40,000/item; Ded. \$2,500	

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

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations.
 Blanket GL Additional Insured per form LG 10 17 09 07 attached, only if required by written contract.
 Job: Operations of the Named Insured. GL & Auto Additional Insureds apply per the CG20100413, CG20370413 & CA20480299 attached. GL Primary & Non-Contributory wording applies per LG10170907 attached. Cancellation provisions apply per attached forms. Crime Loss Payee applies, endorsement to follow. Excess WC Waiver of Subrogation applies per XWC0456000908. Additional Insured(s): City of Garden Grove, its officers, .. Cont...

CERTIFICATE HOLDER**CANCELLATION**

Operations of the Named Insured City of Garden Grove Attn: Sandra Segawa 11222 Acacia Parkway Garden Grove, CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Cheryl Feia
--	---

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ACORD 25 (2014/01)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Merchants Building Maintenance 1190 Monterey Pass Road Monterey Park CA 91754	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

HOLDER: City of Garden Grove Attn: Sandra Segawa
 ADDRESS: 11222 Acacia Parkway Garden Grove, CA 92840

Additional Insured(s): ..Cont.. officials, employees, agents, & volunteers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Garden Grove, its officers, officials, employees, agents and volunteers.	As Per Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

Heidi M. Jay
Risk Management
9-2-15

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Garden Grove, its officers, officials, employees, agents and volunteers.	As Per Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

Deirdre M. Jay
9-2-15
Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION — CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply:

1. to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.

3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$ n/a
Effective Date 6/1/2015 Expiration Date 6/1/2016
For attachment to Policy No. TB2Z91460659065 ✓
Audit Basis

Issued To Merchants Building Maintenance Company

Dexter E. Lapp

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

Heidi M. Jay
Risk Management
9-2-15

David M. Jay

Countersigned by

Issued

Sales Office and No.

Cheryl E. Rein

POLICY NUMBER: AS2Z91460659025 ✓

COMMERCIAL AUTO
CA 20 48 02 99

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/1/2015	Countersigned By  (Authorized Representative)
Named Insured: Merchants Building Maintenance	

SCHEDULE

Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents, and volunteers
--

(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.


Risk Management
9-2-15

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in the states of TX, UT & WA

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ & NV, the premium charge is 4% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CO & NM, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$100 per policy.

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

Neidum Jay
Risk Management
9-2-15

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCCZ99460659055 (AOC) Effective Date 1/1/2015 Premium \$

Issued to Merchants Building Maintenance Company

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1

SP4050764 Excess WC (CA) ✓
XWC 0456 00 0908

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time June 1, 2015

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language


The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

This agreement shall not operate directly or indirectly to benefit anyone not named in this Agreement.

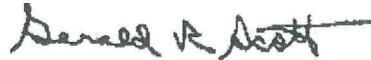
All other terms, conditions, agreements and stipulations remain unchanged.

Attach to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No **SP4050764** issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL, dated June 1, **2015**.

SAFETY NATIONAL CASUALTY CORPORATION

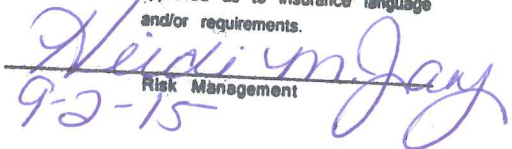


Secretary



President

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


Risk Management
9-2-15

CONTRACT WITH MERCHANTS BUILDING MAINTENANCE, LLC FOR CUSTODIAL SERVICES (F: 55-Merchants Building Maintenance, LLC)

It was moved by Council Member Jones, seconded by Council Member Phan that:

A contract be awarded to the highest scoring proposer, Merchants Building Maintenance, LLC, in the firm fixed price amount of \$137,078.72 with the option to renew the contract for an additional two years, and for an additional \$27,415.74 to cover on-call jail cleaning services, as well as any unforeseen cleaning issues, for a total of \$164,494.46 for the first three years; and

The City Manager be authorized to execute the contract and make minor modifications as appropriate.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles	From: William E. Murray
Dept.: City Manager	Dept.: Public Works
Subject: AWARD OF A CONTRACT TO MERCHANTS BUILDING MAINTENANCE, LLC TO PROVIDE CUSTODIAL SERVICES	Date: August 25, 2015

OBJECTIVE

For City Council to approve a contract with Merchants Building Maintenance, LLC to provide custodial contract services.

BACKGROUND

In May 2015, the current custodial contract expired with Merchants Building Maintenance, LLC that provided custodial services at the City's jail facility, police substations and the housing building. To maintain custodial services until a new request for proposal (RFP) has been completed, the current custodial contract was extended for three (3) months. Since then, City staff developed a set of specifications and completed the RFP process.

DISCUSSION

On May 14, 2015, there was a mandatory pre-bid meeting with 14 prospective janitorial vendors. Following the pre-bid meeting, staff received 10 RFP's. On June 11, 2015, the Source Selection Committee (SSC) met to review the proposals. One (1) proposal had information missing as well as errors in their calculations, and was deemed unresponsive. Staff reviewed the remaining proposals and the results are as follows:

NAME	TOTAL AMOUNT FOR THREE YEARS	FINAL SSC SCORES 07/14/15
Merchants Building Maintenance, LLC	\$137,078.72	3429
General Building Management Co. Los Angeles, CA	\$146,780.00	3385
Commercial Cleaning System Costa Mesa, CA	\$173,220.00	3038
Omni Enterprise Inc., DBA Omniclean Orange, CA	\$183,322.40	2880
Priority Building Services, LLC Brea, CA	\$305,060.00	2432

APPROVAL OF CONTRACT TO MERCHANTS BUILDING MAINTENANCE, LLC
TO PROVIDE CUSTODIAL SERVICES

August 25, 2015

Page 2

Sunset Property Services Irvine, CA	\$295,479.24	2291
Ultimate Maintenance Services Lawndale, CA	\$191,264.00	2276
Santa Fe Building Maintenance Chino Hills, CA	\$432,997.20	2106
Coastal Building Services Orange, CA	\$276,612.00	1794
Xanadu Service System Los Angeles, CA	Non Responsive	N/A

On July 14 2015, the SSC met to tabulate the final scores. Subsequently, it was determined that Merchants Building Maintenance, LLC offered the lowest pricing for a term of three years and proposed a work plan that best meets the needs of the City. The contract provides an option to extend the contract term for two additional years, one year at a time.

FINANCIAL IMPACT

The cost for the custodial contract with Merchants Building Maintenance is \$45,692.91, annually. Funds are available in the adopted budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to the highest scoring proposer, Merchants Building Maintenance, LLC, in the firm fixed price amount of \$137,078.72 with the option to renew the contract for an additional two years, and for an additional \$27,415.74 to cover on-call jail cleaning services, as well as any unforeseen cleaning issues, for a total of \$164,494.46 for the first three years.
- Authorize the City Manager to execute the contract and make minor modifications as appropriate.


WILLIAM E. MURRAY, P.E.
Public Works Director

By:  For Phil Carter
Phillip Carter
Facilities Manager

Recommended for Approval


Scott C. Stiles
City Manager

Attachment: Contract