

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL

RFP No. S-1270

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



GARDEN GROVE

PROPOSAL SCHEDULE

RFP Issued:

Mandatory Pre-Proposal Meeting and Site-Walk

RFP Submittal Date:

June 17, 2020

BY RSVP ONLY

July 20, 2020

City of Garden Grove

REQUEST FOR PROPOSAL (RFP) No.S-1268

LETTER OF INVITATION

Date: June 17, 2020

Attention: Proposers

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

The City of Garden Grove is seeking a highly qualified firm to Provide Full Custodial services at nine locations in the City of Garden Grove according to the Scope of Work (Attachment A).

All aspects of this RFP will be managed on the City of Garden Grove PlanetBids portal. Interested proposers are encouraged to register with the City by using the following URL/link:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15118>

Mandatory Pre-Proposal Meeting and Site Walks:

Contractors who wish to attend the MANDATORY pre-proposal meeting and site-walks **must RSVP on the City's Planet Bids portal by the close of the business day on June 24, 2020.** Only those who RSVP will be provided with the meeting date, time and location and there will be no exceptions. Only those proposers who RSVP on the City's Planet Bids portal will receive information regarding the mandatory pre-proposal meeting and will be allowed to attend the meeting. A site walk of the City's Jail Facility will also be provided as part of this mandatory meeting. Please come prepared to measure the jail facility as this is the sole responsibility of the contractor.

Due to COVID-19, the City will be imposing the following requirements on all contractors who attend the mandatory pre-proposal meeting and site-walks. Those who do not comply with these requirements will not be allowed to attend the meeting or site-walks as these requirements are for the protection of all attendees and City staff. Your cooperation in adhering to these requirements is greatly appreciated.

1. Only one (1) person, per company, will be permitted to attend the meeting and site walks.
2. A face covering will be required and must be worn during the entire duration of the pre-proposal meeting and site walks. The City WILL NOT be providing face covering to those attending the meeting or site walks.
3. Social distancing of six feet must be maintained at all times during the meeting and the site walks.

4. Hand sanitizer will be supplied by the City

Proposals will only be accepted by those contractor who attend the mandatory pre-proposal meeting and site-walks.

Submittal Information:

Proposals must be submitted electronically via the City's Planet Bids portal. Instructions on how to submit an electronic proposal via the Planet Bids portal can be found under the "Documents & Attachments" tab.

All proposals must be received no later than **10:00 a.m., local time, on Monday, July 20, 2020 electronically via the Planet Bids**. Late proposals or proposals **submitted via fax or email will not be accepted for any reason**.

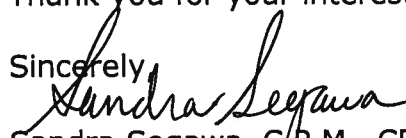
All Proposals shall be valid for one hundred twenty (120) calendar days after the final proposal due date. The City of Garden Grove reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the Instruction to Proposers Section, item 9, Basis of Award of the RFP.

Questions, Answers and Addenda to RFP:

Prior to the RFP submission deadline, questions may arise regarding the specifications or administrative matters. Please direct all questions regarding this proposal process to Sandra Segawa, via email, sandras@ggcity.org. Contact with other agency officers or employees regarding this RFP is prohibited without prior consent. Proposers that directly contact officers or employees risk disqualification. **All questions must be submitted in writing no later than July 9, 2020**. All questions will be addressed via an addendum and will be posted on the City's website via the Planet Bids portal for all to review by July 13, 2020.

Please be sure to register as a vendor with the City of Garden Grove so information is not missed or omitted in your proposal. It is the responsibility of the proposer to maintain their profile and check the City's website for all addenda and updates. Once the proposals are received, all correspondence will be sent via email and only to the authorized person named on the Proposal Letter unless a designee is noted and approved by the person who is authorized to negotiate on behalf of the company. The City is not responsible for emails that are sent to spam files and not received in a timely manner.

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,

Sandra Segawa, C.P.M., CPPB
Purchasing Division Manager

CITY OF GARDEN GROVE

INSTRUCTION TO PROPOSERS

1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

2.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

3.0 PREPARATION OF PROPOSAL

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

4.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance with **Section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations, or provisions attached to a proposal as they may be determined significant enough to cause its rejection. The proposal should conform to the requirements contained herein.

Oral, telegraphic, or telephonic proposals or modifications will not be considered.

5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

7.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 120 days from the date specified in the Letter of Invitation.

8.0 EVALUATION OF PROPOSALS

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and score percentages/points as deemed appropriate prior to the commencement of evaluations.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	POINTS
Qualification of Contractor (Total 40 points)	
Quality of References	10
Related Experience & Past Performance	10
Experience with other Government Agencies	5
Years in Business	5
Identification of Designated/Key Staff	5
Employee Experience and Qualifications	5
Knowledge and Technical Competence (Total 25 points)	
Project Approach and Work Plan	10
Ability to Understand and Meet the Needs of the City	10
Statement of Compliance/Compliance with RFP Requirements	5
Cost of Services/Completed Proposal Pricing Form Attachment "B"	25
Completeness of Response	10
TOTAL POINTS POSSIBLE	100

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail and intent of the requirements.

9.0 BASIS OF AWARD

Any contract resulting from this RFP will be awarded to that firm whose proposal meets the requirements of the RFP and is most advantageous to the CITY in terms of qualifications, meeting the technical requirements and for attainment of project objectives as defined in the Scope of Services & Specifications considering the evaluation criteria stated in the Instruction to "Proposers Section", item 8, "Evaluation of Proposals" above. The CITY may request Proposers within the Competitive Range to present an oral briefing and discuss the merits and/or deficiencies of their proposal. However, the CITY is under no obligation to enter into discussions or conduct negotiations with a proposer, but can award a contract on the basis of the offer received. The CITY will evaluate each proposal according to how favorable the services offered are to the CITY in light of the pre-established evaluation criteria and Cost Proposal reasonability. Proposers within the Competitive Range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations.

10.0 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the CITY will enter into a Not to Exceed (NTE) contract. The Contract to be utilized is contained in the contract section of this Request for Proposal (RFP). Under no circumstances will the itemized pricing be exceeded without express prior written approval of the CITY's Purchasing Agent and approval from the project manager.

The successful Proposer will be responsible for obtaining a Garden Grove business license before work can begin. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

11.0 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the CITY and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for CITY's consideration, to defend and indemnify the CITY from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

12.0 CITY'S RIGHTS

The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The CITY reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposal.
4. Remedy technical errors in the Request for Proposal process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of proposers eligible for discussions after review of written proposals.

9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from any or all Proposers.
11. Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.

This RFP does not commit the CITY to enter into a contract, nor does it obligate the CITY to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

13.0 QUALIFICATIONS OF FIRMS

The CITY reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, Joint Venture, or other interested party that has been compensated by the CITY or a contractor engaged by the CITY for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

- The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work and Specifications.
- The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

PROPOSAL REQUIREMENTS **CONTENTS OF PROPOSAL**

1.1 GENERAL FORMAT OF PROPOSAL

The proposal shall constitute the Proposer's plan for completing the Scope of Services & Specifications. Accordingly, the Proposer should present the technical approach demonstrating a well-structured, reasonable Work plan. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding.

1.2 PROPOSAL CONTENT

Please use dividers to section off the different areas of the proposal so the information is easy to locate. The Proposal shall have the following components and required documents or it may be deemed as non-responsive.

- Proposal Letter (Pages 10-11) completed and executed by an authorized representative of the Proposer.
- Bidder/Contractor Statement (Page 12) completed and executed by an authorized representative of the Proposer
- Statement of Compliance (Page 13)
- Proposal Pricing Form (Pages 29-30) Attachment "B" must be submitted with your proposal in the format provided.
- Non-Collusion Statement: (Page 31) Attachment "C"
- References: (Page 32) Please use the document that is provided in Appendix A of this RFP document.
- All Other Requirements as stated in the Scope of Work (Attachment A).

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection. **The successful proposer** will be responsible for obtaining a Garden Grove business license before work can begin. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073. Information may also be obtained through the City's website: <https://ggcity.org/finance/business-tax>.

RFP No. S-1270

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME:

SANDRA SEGAWA, PURCHASING DIVISION MANAGER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Full Custodial Services at Nine Locations in the City of Garden Grove, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Work. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. _____

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

(Name)	(Title)	(Phone)
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The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address
and Telephone/Fax Numbers:

BY: _____
(Signature)

(Type or Print Name)

(Title)

(Email Address)

**BIDDER/CONTRACTOR/CONSULTANT STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number

Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed on Pages 17-18 in the sample contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the Proposal submitted to Provide Full Custodial Services at Nine Locations in the City of Garden Grove as described in, and in response to City of Garden Grove RFP No. S-1270 was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

No Exceptions Taken

Exceptions Taken

Scope of Services (Check One)

No Exceptions Taken

Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

No Exceptions Taken

Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

SAMPLE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, 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 _____.
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. Term and Termination.** The initial term of the Agreement shall be from September 1, 2020 through August 31, 2023, 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. The Scope of Work 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 XXXXXXXXXXXX Dollars (\$XXXXXX), for the first three years, payable in arrears and in accordance with Proposal Pricing form, Attachment B. All work shall be in accordance with RFP No. S-1270.
 - 3.2 **Payment** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly

render an invoice to CITY or payment may be significantly delayed. 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 PRICING FORM, Attachment "B". 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 PRICING FORM, Attachment "B. All work shall be in accordance with RFP. No. S-1270.

- 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 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 and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law provide Employers Liability in an amount not less than \$1,000,000.
- 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 \$500,000.00 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.
- (d) Pollution/environmental liability in the amount not less than \$1,000,000.00; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsements** 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.

An Additional Insured Endorsement for the policy under section 4.3 (c) 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 and non-contributory as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

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)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXX, CA 9XXXX

 - 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.** To the fullest extent permitted by law, CONTRACTOR shall 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 damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct 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.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

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:

Garden Grove City Attorney

Date

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1270

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 Jail Facility, Buena Clinton Family Resource Center, and 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 Custodial 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 Control 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 Custodial 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 Building and Custodial Supervisors. 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.

Pressure Washing: The use of high-pressure water / cleaning solution to remove mold, dust, grime, mud, chewing gum, and dirt from concrete and building surfaces.

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. City Jail Facility-proposer responsible to measure during site visit | |
| 2. Police Sub Station One | 440 |
| 3. Police Sub Station Two | 760 |
| 4. Police Sub Station Three | 165 |
| 5. Police Sub Station Four | 330 |
| 6. Police Sub Station Five | 600 |
| 7. Police Sub Station Six | 1,200 |
| 8. Buena Clinton Family Resource Center | 660 |
| 9. Magnolia Family Resource Center | 1,100 |

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.
2. Pressure wash patio / activity area at the Buena Clinton Family Resource Center.

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. City Jail Facility: 11301 Acacia Parkway
2. Police Sub Station 1: 9547 Garden Grove Boulevard
3. Police Sub Station 2: 12841 Western Avenue
4. Police Sub Station 3: 10582 Acacia Parkway
5. Police Sub Station 4: 9755 Bixby
6. Police Sub Station 5: 12387 Lewis Street
7. Police Sub Station 6: 9547 Bolsa Avenue #B
8. Buena Clinton Family Resource Center: 12661 Sunswept Avenue
9. Magnolia Family Resource Center: 11402 Magnolia St.

**PROPOSAL PRICING
RFP NO. S-1270
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: Provide Full 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.

PROPOSAL (Pricing to be stated as a monthly cost per location!)			
Proposal for (9) Ten 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	9547 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	9547 Bolsa Avenue #B	\$	\$
9. Buena Clinton Family Resource Center	12661 Sunswept Avenue	\$	\$
	TOTALS	\$	\$
<p>TOTAL PROPOSAL AMOUNT for all Nine (9) Locations for <u>36 MONTHS</u> in Written Words</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Lump Sum</p> <p>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.</p>			

**PROPOSAL PRICING
RFP NO. S-1270 CUSTODIAL SERVICES
"ATTACHMENT B" CONT.**

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-\$_____per _____.

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

Please provide a cost break down of how these 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 at its discretion.

BY: _____
(Signature) Telephone Number _____

(Type or Print Name)

(Title)

(Email Address)

(Company Name)

ATTACHMENT "C"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSAL S-1270
NON-COLLUSION STATEMENT

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Scope of Work to: Provide Full Custodial Services at Nine Locations in the City of Garden Grove HEREBY PROPOSE to provide the above mentioned services and do all the work required to complete work in accordance with the Scope of Work.

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.

BY: _____
(Signature)

Telephone Number

(Type or Print Name)

(Title)

(Email Address)

(Company Name)

APPENDIX "A"
RFP S-1270
CITY OF GARDEN GROVE

REFERENCES

List and describe in full the contracts performed by your firm which demonstrate your ability to provide the services included in the scope of work. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Client Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____
_____ Email Address: _____
Contract Amount: _____ Year(s): _____
Description of services provided: _____

Reference 2

Client Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____
_____ Email Address: _____
Contract Amount: _____ Year(s): _____
Description of services provided: _____

Reference 3

Client Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____
_____ Email Address: _____
Contract Amount: _____ Year(s): _____
Description of services provided: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

APPENDIX "B"

SAMPLE INSURANCE CERTIFICATES AND ENDORSEMENTS

Please note that the City of Garden Grove is now contracted with Ebix for insurance certificate management and review services. Ebix will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, please expect to be contacted by Ebix regarding the insurance requirements listed below. Please forward all insurance documents to Ebix directly per their instructions when contacted.

Attached are sample of the insurance that is acceptable to the CITY. Please share these insurance requirements and samples with your insurance agent/broker for review in advance of submitting a proposal. DO NOT purchase any insurance prior to being notified that you are the successful proposer.

INSURANCE REQUIREMENTS FOR THE CONTRACT to Provide Full Custodial Services at Nine Locations in the City of Garden Grove.

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 and provide a Waiver of Subrogation in favor of the City.
- 4.2 **WORKERS COMPENSATION INSURANCE** For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law provide Employers Liability in an amount not less than \$1,000,000.
- 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 \$500,000.00 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.
- (d) Pollution/environmental liability in the amount not less than \$1,000,000.00; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsements** 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.

An Additional Insured Endorsement for the policy under section 4.3 (c) 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 and non-contributory as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees,

agents, and volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER		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 PROVIDED BY THE POLICIES DESCRIBED BELOW.
INSURED		
INSURER D:		
INSURER E:		
COVERAGES		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR IT MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.		NOTWITHSTANDING MAY BE ISSUED ON CONDITIONS OF SUCH
TYPE OF INSURANCE	POLICY NUMBER	EACH OCCURRENCE
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		FIRE DAMAGE (Any one person) \$ MEDICAL EXP (Any one person) \$ FERTILIZER & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUT <input type="checkbox"/> SCHEDULED AUT <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AU		COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		VIOLATION OF FEDERAL, STATE OR LOCAL LAWS EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOY \$ EL DISEASE - POLICY LIM \$
<input type="checkbox"/> OTHER <input type="checkbox"/> Professional Liability & Contractors Pollution Liability		Each Claim Aggregate Each Class Deduct.
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSION		
CANCELLATION 10 days ROC for non-payment of premium. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL ADVISE THE CERTIFICATE HOLDER BY MAIL TO THE ADDRESS LISTED TO THE CERTIFICATE HOLDER MAILED TO THE INSURED.		
CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	
City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 USA		AUTHORIZED REPRESENTATIVE 

Insured Name
Should be exactly the same as in contract.

Policy Expiration Date
Is the policy still current?

Policy Number
Should be clearly visible and match endorsement

Insurance Limits
Are the limits correct?

Cancellation wording
Is it properly amended?

Certificate holder must match entity in contract

SAMPLE

Policy number is clearly stated on Commercial General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
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)

City of Garden Grove, it's officers, officials, employees, agents and
volunteers.

Information required to complete this Schedule, if not shown above will be shown in the Declarations

Section II – Who Is An Insured is amended to list 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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Schedule required with listed information

SAMPLE

Stated as Primary and Non-contributory

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

SAMPLE

Very Important:

The endorsement must be primary and non-contributory.
Please clearly show the policy number on the endorsement.

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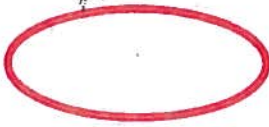
CG-F-85 (08-03)

Policy Number:

Transaction Effective Date

Policy number is clearly stated.
Does it match the insurance certificate?

POLICY NUMBER:



ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

NAME: CITY OF GARDEN GROVE

ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842

Attention: Risk Management

Schedule required with
listed information

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Policy number is clearly stated on endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



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 portion of the Coverage Form. This endorsement changes the below.

Signature required

for the Who Is An Insured Provision of the Coverage Form. Unless another date is indicated

Endorsement Effective:	Contracted By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
City of Garden Grove, it's 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.

Schedule required with listed information

Policy number is clearly stated on Commercial General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, It's officers, officials, employees, agents and volunteers	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Schedule required with listed information

Location as stated in Contract

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".

SAMPLE