

AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance LLC
Agreement Type:	To provide full custodial services at eight locations in the city
Date Approved:	09 08 2020
Start Date:	09 01 2020
End Date:	08 31 2023
Contract Amount:	\$204,721.34
Comments	File No. 55 (DocuSign) Public Works
Insurance Expiration:	06 01 2021



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.*

Steven R. Jones
Mayor

John R. O'Neill
Mayor Pro Tem - District 2

George S. Brietigam
Council Member - District 1

Diedre Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim B. Nguyen
Council Member - District 6

September 10, 2020

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

Attention: George Rodriguez

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Merchants Building Maintenance, LLC, to provide full custodial services at eight locations in the city.

The agreement was approved by the City Council at their meeting held on September 9, 2020.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Merchant's 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 _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Full Custodial Services at Eight 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) year 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 Two Hundred Four Thousand Seven Hundred Twenty One Thousand Dollars and 34/100 (\$204,721.34), 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, annual pricing also includes an additional 20% per year to cover additional services as listed in Attachment "B" Proposal Pricing form.

YEAR	AMOUNT	ADDITIONAL SERVICES	ANNUAL TOTALS
Year One	\$54,074.64	\$10,814.93	\$64,889.57
Year Two	\$57,802.32	\$11,560.46	\$69,362.78
Year Three	\$58,724.16	\$11,744.83	\$70,468.99
Total for First Three Years	170,601.12	34,120.22	204,721.34
Option Year Four	58,724.16	11,744.83	70,468.99
Option Year Five	58,724.16	11,744.83	70,468.99
Five Year Totals	288,049.44	57,609.89	345,659.33

- 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, 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 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)
Merchant's Building Maintenance, LLC
Attention: George Rodriguez
1639 E. Edinger Avenue, Bldg. B
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.** 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.

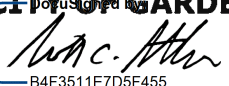
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(Agreement Signature Block on Next Page)

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

Date: 8/13/2020

"CITY"
CITY OF GARDEN GROVE

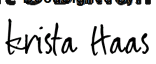
By: 
B4FE3511E7D5E455
City Manager

ATTESTED:


836DF295DAD44E7...
City Clerk

Date: 9/9/2020

"CONTRACTOR"
Merchant's Building Maintenance, LLC

By: 
F15F49D42ADF49C...

Name: Krista Haas

Title: Chairman

Date: 8/13/2020


Tax ID No. 954558242

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:


8A01EE779B44411...
Garden Grove City Attorney

8/13/2020
Date

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

Provide Full Custodial Services at Eight 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-Stations 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 n (8) 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.

SECTION IX – CUSTODIAL SERVICE LOCATIONS

1. City Jail Facility: 11301 Acacia Parkway
2. Police Sub Station One: 9572 Garden Grove Boulevard
3. Police Sub Station Two: 12821 Western Avenue
4. Police Sub Station Four: 9755 Bixby
5. Police Sub Station 5: 12395 Lewis Street
6. Police Sub Station 6: 9547 Bolsa Avenue #B
7. Buena Clinton Family Resource Center: 12661 Sunswept Avenue
8. Magnolia Family Resource Center: 11402 Magnolia St.

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-proposer responsible to measure during site visit
2. Police Sub Station One 440
3. Police Sub Station Two 760
4. Police Sub Station Four 330
5. Police Sub Station Five 600
6. Police Sub Station Six 1,200
7. Buena Clinton Family Resource Center 4,140
(Patio/Basketball Courts that require pressure washing 2,461)
8. Magnolia Family Resource Center 2,240

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year One)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$1,914.52	\$22,974.24
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$231.62	\$2,779.44
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$231.62	\$2,779.44
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$231.62	\$2,779.44
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$231.62	\$2,779.44
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$231.62	\$2,779.44
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$905.89	\$10,870.68
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$525.46	\$6,305.52
Total Square Footage to be Contracted:				9,710	TOTAL	\$54,047.64

RFP S-1270
ATTACHMENT "B"
PROPOSAL PRICING FORM
MERCHANTS BUILDING MAINTENANCE

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Two)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,050.15	\$24,601.80
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$965.31	\$11,583.72
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$562.50	\$6,750.00
Total Square Footage to be Contracted:				9,710	TOTAL	\$57,802.32

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Three)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Four)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Five)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)							
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
1	Straight Time Hourly Rate	per hour	\$22.00	\$23.00	\$24.00	\$24.00	\$24.00
2	Straight Time Hourly Rate (Out of Scope of Services)	per hour	\$22.00	\$23.00	\$24.00	\$24.00	\$24.00
3	Emergency Response - Overtime Labor Rate	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
4	Overtime Hourly Rate (Saturday)	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
5	Overtime Hourly Rate (Sunday & Holiday)	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00

No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
6	Emergency Response Fee	per emergency	\$101.88	\$110.00	\$118.00	\$118.00	\$118.00

No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
7	Burnish Composition Flooring	per hour	\$25.00	\$26.00	\$27.00	\$27.00	\$27.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)						
8	Window Cleaning - below 10 ft	per hour	\$25.00	\$26.00	\$27.00	\$27.00
9	Window Cleaning - above 10 ft (includes 2nd Story windows)	per hour	\$26.00	\$27.00	\$28.00	\$28.00

No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
10	Carpet Steam Cleaning (Portable)	per square foot	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11
11	Carpet Steam Cleaning (Van Mounted)	per square foot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13
12	Carpet Cleaning (Spin Bonneted)	per square foot	\$0.07	\$0.07	\$0.08	\$0.08	\$0.08
13	Wood Floor Auto Scrubbing	per square foot	\$0.30	\$0.30	\$0.32	\$0.32	\$0.32
14	Stripping, Buffing and Waxing Vinyl/Composition Flooring	per square foot	\$0.19	\$0.19	\$0.20	\$0.20	\$0.20
15	Pressure Washing	per square foot	\$0.06	\$0.06	\$0.07	\$0.07	\$0.07
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)							
16	Steam Clean Sanitizing of Restroom Floors	per square foot	\$0.14	\$0.14	\$0.15	.15.	\$15.00

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 AFFORDED BY THE POLICIES BELOW.
INSURED		
<p>Insured Name Should be exactly the same as in contract.</p>		INSURER D: INSURER E:
COVERAGES		
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED UNDER THE POLICIES DESCRIBED. ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OT MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY F</p>		NOTWITHSTANDING MAY BE ISSUED OR CONDITIONS OF SUCH
INSURANCE TYPE	POLICY NUMBER	ITS
<p>GENERAL LIABILITY</p> <p>COMMERCIAL GENERAL LIABILITY</p> <p>CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/></p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/></p>		<p>EACH OCCURRENCE \$</p> <p>FIRE DAMAGE (Any one fire) \$</p> <p>EXP (Any one person) \$</p> <p>PERSONAL & ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COMP/OP AG \$</p>
<p>AUTOMOBILE LIABILITY</p> <p>ANY AUTO</p> <p>ALL OWNED AUT</p> <p>SCHEDULED AUT</p> <p>HRED AUTOS</p> <p>NON-OWNED AU</p>		<p>COMBINED SINGLE LIMIT (En accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
<p>GARAGE LIABILITY</p> <p>ANY AUTO</p>		<p>ENT \$</p> <p>AC \$</p> <p>AG \$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p>
<p>EXCESS LIABILITY</p> <p>OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/></p> <p>DEDUCTIBLE</p> <p>RETENTION \$</p>		<p>WC STATU- TORY LIMITS \$</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYE \$</p> <p>E.L. DISEASE - POLICY LIM \$</p>
<p>OTHER Professional Liability & Contractors Pollution Liability</p>		<p>Each Claim</p> <p>Aggregate</p> <p>Each Claim Deduct.</p>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSION		
<p>Cancellation wording Is it properly amended?</p>		
<p>CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: CANCELLATION 10 days NOC for non-payment of premium.</p> <p>City of Garden Grove</p> <p>11222 Acacia Parkway</p> <p>Garden Grove, CA 92840</p> <p>USA</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS BEFORE NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LAST</p> <p>AUTHORIZED REPRESENTATIVE</p>		
<p>ACORD 25-S (7/97) Katherine</p> <p>© ACORD CORPORATION 1998</p>		

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 28 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 organiza-
tion(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 omis-
sions 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

CG 20 28 07 04

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AGENT COPY

Page 1 of 1

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.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-65 (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 person of the Coverage Form. This endorsement changes the below.

Signature required

r the Who Is An Insured Provision of the Coverage Form, unless another date is indicated

Endorsement Effective:	Countersigned 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



City of Garden Grove
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00737	MERCHANTS BUILDING MAINTENANCE, LLC	Compliant					
		A+p , XV	Nationwide Mutual Insurance Company	ACP3028735298	6/1/2020	6/1/2021	Auto Liability
		A++ , XV	Federal Insurance Company	81585028	6/1/2020	6/1/2021	Crime
		A+r , XV	AMCO Insurance Company	ACP3028735298	6/1/2020	6/1/2021	Excess Liability
		A+ , XV	Great American Insurance Company	TUE257195102	6/1/2020	6/1/2021	Excess Liability
		A+p , XV	Nationwide Mutual Insurance Company	ACP3028735298	6/1/2020	6/1/2021	General Liability
		A+p , XV	Nationwide Mutual Insurance Company	ACP3028735298	6/1/2020	6/1/2021	Pollution Liability
		A+ , XV	Safety National Casualty Corporation	SP4063141	6/1/2020	6/1/2021	Workers Comp

Risk Profile : Standard with Pollution

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers

AWARD A CONTRACT TO MERCHANTS BUILDING MAINTENANCE LLC, TO PROVIDE
JANITORIAL SERVICES FOR CITY FACILITIES

(F: 55-Merchants Building Maintenance LLC)

It was moved by Council Member Brietigam, seconded by Council Member Bui that:

A contract be awarded to Merchants Building Maintenance LLC, to provide janitorial services for City facilities, in the amount of \$170,601.12 for the three year term with the option to renew the contract for an additional two years;

An additional amount of \$34,120.22, be approved, to provide on-call jail cleaning services, as well as any unforeseen cleaning and sanitizing services, for a total contract amount of \$204,721.34 for the first three years of the term of the contract; and

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

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes:	(0)	None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Merchants Building Maintenance LLC, to provide janitorial services for City facilities (Cost: \$204,721.34 for three years) (<i>Action Item</i>)		
		Date:	9/8/2020

OBJECTIVE

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

BACKGROUND

The contract with Merchants Building Maintenance, LLC, which provides for custodial services at the City's jail facility, police substations and the Buena Clinton Family Resource Center, expired as of August 2020. Prior to the expiration of the contract, City staff developed a set of specifications and completed the request for proposal (RFP) process.

DISCUSSION

On July 13, 2020, following the pre-bid meeting, staff received seven proposals. On July 21, 2020, the Source Selection Committee (SSC) met to review the proposals. On July 30, 2020, the SSC met to tabulate the final scores. Subsequently, a decision was made to recommend awarding a contract to Merchants Building Maintenance, LLC, based on the lowest pricing and proposed work plan that best fit the needs of the City. See table below for rating summary.

NAME	Total 3 year amount	Final Score
Merchants Building Maintenance, LLC Santa Ana, CA	\$170,601.12	236
Kleenway Building Maintenance, Inc. Los Angeles, CA	\$258,219.60	234
Commercial Building Management, Inc. Santa Ana, CA	\$286,435.08	196
Haynes Building Services, LLC Irwindale , CA	\$434,304.48	192
Guaranteed Janitorial Services, Inc. Chino, CA	\$396,216.00	188
Calico Building Services, Inc. Irvine, CA	\$283,290.00	133
Priority Building Services, LLC Brea, CA	\$218,844.00	122

FINANCIAL IMPACT

The cost for the custodial contract with Merchants Building Maintenance is \$170,601.12 for three years with a two year renewal option. The renewal cost is \$58,724.16 per option year. An additional \$34,120.22 is requested to cover on-call jail cleaning services, as well as any unforeseen cleaning and sanitizing services required by the City, for a total of \$204,721.34 for the first three years. The funds for this service 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 \$170,601.12 for the three-year term with the option to renew the contract for an additional two years;
- Approve an additional \$34,120.22, to cover on-call jail cleaning services, as well as any unforeseen cleaning and sanitizing services required, for a total of \$204,721.34 for the first three years; and
- Authorize the City Manager to execute the contract and make minor modifications as appropriate.

By: Phillip Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment: Merchants Building Maintenance Contract	8/26/2020	Agreement	Merchants_Building_Maintenance_2020.pdf

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Merchant's 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 _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Full Custodial Services at Eight 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) year 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 Two Hundred Four Thousand Seven Hundred Twenty One Thousand Dollars and 34/100 (\$204,721.34), 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, annual pricing also includes an additional 20% per year to cover additional services as listed in Attachment "B" Proposal Pricing form.

YEAR	AMOUNT	ADDITIONAL SERVICES	ANNUAL TOTALS
Year One	\$54,074.64	\$10,814.93	\$64,889.57
Year Two	\$57,802.32	\$11,560.46	\$69,362.78
Year Three	\$58,724.16	\$11,744.83	\$70,468.99
Total for First Three Years	170,601.12	34,120.22	204,721.34
Option Year Four	58,724.16	11,744.83	70,468.99
Option Year Five	58,724.16	11,744.83	70,468.99
Five Year Totals	288,049.44	57,609.89	345,659.33

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, 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 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)
Merchant's Building Maintenance, LLC
Attention: George Rodriguez
1639 E. Edinger Avenue, Bldg. B
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.** 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.

\\\\\\

(Agreement Signature Block on Next Page)

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"
Merchant's Building Maintenance, LLC

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 Eight 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-Stations 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 n (8) 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.

SECTION IX – CUSTODIAL SERVICE LOCATIONS

1. City Jail Facility: 11301 Acacia Parkway
2. Police Sub Station One: 9572 Garden Grove Boulevard
3. Police Sub Station Two: 12821 Western Avenue
4. Police Sub Station Four: 9755 Bixby
5. Police Sub Station 5: 12395 Lewis Street
6. Police Sub Station 6: 9547 Bolsa Avenue #B
7. Buena Clinton Family Resource Center: 12661 Sunswept Avenue
8. Magnolia Family Resource Center: 11402 Magnolia St.

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-proposer responsible to measure during site visit | |
| 2. Police Sub Station One | 440 |
| 3. Police Sub Station Two | 760 |
| 4. Police Sub Station Four | 330 |
| 5. Police Sub Station Five | 600 |
| 6. Police Sub Station Six | 1,200 |
| 7. Buena Clinton Family Resource Center | 4,140 |
| (Patio/Basketball Courts that require pressure washing 2,461) | |
| 8. Magnolia Family Resource Center | 2,240 |

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year One)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$1,914.52	\$22,974.24
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$231.62	\$2,779.44
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$231.62	\$2,779.44
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$231.62	\$2,779.44
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$231.62	\$2,779.44
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$231.62	\$2,779.44
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$905.89	\$10,870.68
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$525.46	\$6,305.52
Total Square Footage to be Contracted:				9,710	TOTAL	\$54,047.64

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Two)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,050.15	\$24,601.80
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$965.31	\$11,583.72
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$562.50	\$6,750.00
Total Square Footage to be Contracted:				9,710	TOTAL	\$57,802.32

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Three)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft.)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Four)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Five)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft.)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)							
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
1	Straight Time Hourly Rate	per hour	\$22.00	\$23.00	\$24.00	\$24.00	\$24.00
2	Straight Time Hourly Rate (Out of Scope of Services)	per hour	\$22.00	\$23.00	\$24.00	\$24.00	\$24.00
3	Emergency Response - Overtime Labor Rate	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
4	Overtime Hourly Rate (Saturday)	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
5	Overtime Hourly Rate (Sunday & Holiday)	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
6	Emergency Response Fee	per emergency	\$101.88	\$110.00	\$118.00	\$118.00	\$118.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
7	Burnish Composition Flooring	per hour	\$25.00	\$26.00	\$27.00	\$27.00	\$27.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)						
8	Window Cleaning - below 10 ft	per hour	\$25.00	\$26.00	\$27.00	\$27.00
9	Window Cleaning - above 10 ft (includes 2nd Story windows)	per hour	\$26.00	\$27.00	\$28.00	\$28.00

No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
10	Carpet Steam Cleaning (Portable)	per square foot	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11
11	Carpet Steam Cleaning (Van Mounted)	per square foot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13
12	Carpet Cleaning (Spin Bonneted)	per square foot	\$0.07	\$0.07	\$0.08	\$0.08	\$0.08
13	Wood Floor Auto Scrubbing	per square foot	\$0.30	\$0.30	\$0.32	\$0.32	\$0.32
14	Stripping, Buffing and Waxing Vinyl/Composition Flooring	per square foot	\$0.19	\$0.19	\$0.20	\$0.20	\$0.20
15	Pressure Washing	per square foot	\$0.06	\$0.06	\$0.07	\$0.07	\$0.07
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)						
16	Steam Clean Sanitizing of Restroom Floors	per square foot	\$0.14	\$0.14	\$0.15	.15. \$15.00