**DATE:** June 9, 2021

**TO:** Prospective Janitorial Service Contractors

**FROM:** The City of La Palma

SUBJECT: REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES

The City of La Palma hereby notifies, and requests' proposals from public and private janitorial service contractors for janitorial services in City facilities.

This request for proposals (RFP) is intended to solicit response from interested parties to provide service, starting on September 1, 2021.

This is a single-phase procurement process entailing an evaluation of the Contractor's operational, technical and cost proposals. Failure to submit ANY item requested may render the proposal non-responsive and, therefore, disqualify the Contractor.

Proposals for La Palma Janitorial Services must be received no later than <u>4:00 P.M.</u> (Local time) on Thursday, July 8, 2021 at the address below:

Michael S. Belknap, Community Services Director City of La Palma 7821 Walker Street, La Palma, CA 90623 (714) 690-3356 mikeb@cityoflapalma.org

The City of La Palma shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor in the preparation of their proposal. Contractors shall not include any such expenses as part of their proposals.

CITY OF LA PALMA

Michael S. Belknap

Community Services Director

#### **EXHIBIT "A"**

## **CITY OF LA PALMA**

Community Services Department 7822 Walker Street La Palma, California 90623-1771

CITY COUNCIL
Nitesh Patel, Mayor
Michele Steggell, Mayor Pro Tem
Debbie Baker, Council Member
Marshall Goodman, Council Member
Mark Waldman, Council Member

**CITY MANAGER Conal McNamara** 

COMMUNITY SERVICES DIRECTOR
Michael S. Belknap



**REQUEST FOR PROPOSAL** 

**FOR** 

**JANITORIAL SERVICES** 

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#### SECTION 1—ABBREVIATIONS AND TERMS

The following terms are for convenience and reference only and are not intended to define or limit the scope of any provision hereof. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

Appurtenances Objects or features that are component parts of the areas to

be maintained. Appurtenances include, but are not limited to: decorative features, handrails, shelves, benches, tables,

enclosures, cabinetry, and signage.

As-Needed To maintain the facilities in a clean, sanitary appearance, as

determined by the City, beyond the regularly scheduled

frequencies.

Bidder See Contractor

Contract The written agreement executed by the City of La Palma and

the Contractor, setting forth the obligations of the parties

hereunder.

Contract Term September 1, 2021 through August 31, 2024

The City City of La Palma

Contractor The person(s), partnership, or corporation who has entered

a Contract with the City to perform or execute the work

covered by these Specifications.

Litter All paper, plastic, cans, bottles, or other material discarded

in or on any location within the Contract area other than in a

trash container provided for that purpose.

Recyclable Material Plastic, glass or aluminum materials having economic value

when separated from trash.

Spot Cleaning The cleaning of only those portions of a floor, walkway, wall,

fixture, table, furnishing, handrail, bench or other surface(s) which are soiled (dirty, stained, marked, smudged, etc.), where the entire surface may not be sufficiently soiled to warrant the cleaning of the entire surface. The Contractor shall interpret the term "spot cleaning" to include the complete cleaning/washing of any surface which does not, or would not, have a clean, uniform appearance after the

cleaning of only portions of that surface.

Trash All litter, garbage, refuse, rubbish, and other materials and

substances discarded or rejected as being spent, useless, or

worthless.

#### SECTION 2 - INSTRUCTIONS TO BIDDERS

#### 2.1 PROCUREMENT PROCESS

#### 2.1.1 Bid

Bidders will submit two (2) copies of their bid responding to the requirements of the Scope of Work (Section 3).

Each Bid must include all materials requested herein and must address all of the specifications and submission requirements. All submissions must have sequentially numbered pages.

No telegraphic Bid or telegraphic modification of a Bid will be considered. No Bids received after the time fixed for receiving them will be considered. The Bidder shall have sole responsibility for its timely delivery.

All Bids will be reviewed to ensure compliance with the specifications and submission requirements. The City reserves the right to request additional information, written or oral, for clarification purpose, from Contractors during the Bid review. The City also has the right to request references.

Cost proposals are to be submitted in a separate envelope clearly marked "COST BID". Section 5 herein contains a sample of the Cost Bid format.

#### 2.1.2 Basis of Award

All proposals will be given equal consideration. It is the intention of the City to award to the lowest responsive and responsible Bidder. Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible Bidder, taking into consideration the experience of the contractor, operations, fitness, capacity, and adaptability in respect to the requirement of these specifications for the services proposed by any contractor hereunder.

#### 2.1.3 Rejection of Bids

This Request for Proposal does not commit the City to award a contract. The City reserves the right to reject any or all bids and to advertise for new bids or proceed to do the work in another manner, at the sole discretion of the City. The City shall not be liable for any expenses incurred by the bidders in preparing and submitting their proposals.

#### 2.1.4 Contractor's Responsibility

The City of La Palma has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate and, where necessary, request any clarification

prior to the submission of a quotation. Questions should be submitted in writing and be addressed to Michael S. Belknap in the Community Services Department. Answers will be sent to all Bidders registered as having attended the Mandatory Pre-Bid Conference.

#### 2.1.5 Contractor Exception

The Bidder must state in its Bid that it has met all the required terms of the Janitorial Services Request For Proposal. The Bidder must specify and discuss any terms of the agreement with which the Bidder cannot or does not propose to comply.

Failure on the part of the Bidder to list exceptions as instructed above will be interpreted that the Bidder has taken no exceptions and that its offering is in complete conformance to the City's Request for Proposal for Janitorial Services, terms and conditions contained herein. Any exceptions or deviations discovered after the Bid closing date will be to the Bidder's account and, consequently, will not be negotiated.

#### 2.2 SUBMISSION REQUIREMENTS

Each Bidder must submit all of the documentation and information as detailed below.

#### I. References and Qualification Requirements

Bidder must present evidence indicative of its ability to provide and sustain the specified janitorial services to the satisfaction of the City. Failure to include any of the following information as requested may cause Bid to be deemed non-responsive.

#### A. Bond Provisions:

Faithful Performance Bond: Contractor shall submit a Faithful Performance Bond to the City of Palma, Finance Department, 7822 Walker Street, La Palma, CA 90623. The amount of the bond shall be (Contractor shall complete) \$\_\_\_\_\_ (which is valued at 3-months of the annual contract amount) and shall be submitted within ten (10) calendar days after notice of award.

- **B. Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers (municipal or government preferred), including company name, street address, telephone number and contact person, for whom contractor provided similar services. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.
- **C. General Business Statement:** Bidder shall emphasize the required minimum of three (3) consecutive years of recent experience in the provision of the specified janitorial services at similar sized facilities and areas.

- **D. Work History:** In addition to **Client References**, Bidder shall list all contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses, and telephone numbers in each instance.
- **E. Proof of Insurability:** A letter of intent from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions hereof) will be available at the time of award of Contract.
- **F. Employees and Subcontractors:** Specify the number of current full-time and part-time employees and subcontractors in the company.

#### II. Requirement for Supplemental Information

Following the evaluation of bids, and prior to any consideration of award, the apparent lowest responsible bidder(s) may be required to provide supplemental information such as the number of employees and types of tools used under this Contract. The supplemental information will be used to evaluate the Bidder's ability to fulfill the terms of the Contract.

#### III. General Requirements

Bidder must fully execute all forms contained within Section 4, in addition to providing a Signature Authorization (see instructions for SIGNATURES, contained within GENERAL INSTRUCTIONS, Section 2.4.1.)

#### 2.2.2 **Cost Bid**

The Bidder must submit its Cost Bid under separate cover, clearly marked "COST BID".

Bidders must quote firm prices for the period beginning September 1, 2021, and ending August 31, 2021. Bids subject to rate escalation during this term, except for those specified in the Contract, will be considered non-responsive.

#### 2.2.3 Prices

Each Cost Bid must show the Fixed Monthly Rate, inclusive of all wages, benefits including health care, and overhead, for all regularly performed services (only one rate can be submitted for the entire term of the Contract).

#### 2.3 CONTRACT COMMENCEMENT / TERM

The initial term for this Contract begins September 1, 2021, and ends on August 31, 2024. If the option to extend is exercised, the term may be extended from September 1, 2024, through August 31, 2025, extended again from September 1, 2025, through August 31, 2026, not to exceed a total contract period of five years.

The City reserves the right to terminate the Contract without cause prior to August 31, 2024, with forty-five days written notice.

Contractor shall be eligible for an adjustment to its rates on an annual basis beginning September 1, 2022, and annually thereafter, if applicable, by a percentage equal to the percentage change in the Los Angeles-Long Beach-Anaheim Consumer Price Index for the prior twelve month period for the initial contract and the prior twelve month period for each additional contract extension commencing September 1. On September 1, Contractor shall submit a rate adjustment request notifying the City of the applicable CPI change.

Contractor shall also be eligible for an adjustment to its rates should any new federal or state mandated minimum wage be increased during the term of this agreement. Contractor must submit this rate increase request to the City 60 days prior to implementation.

#### 2.4 GENERAL INSTRUCTIONS

#### 2.4.1 Signatures

All Bids shall be signed correctly in the place provided, as follows:

If an individual makes the Bid, the individual's name and post office address shall be stated. If the Bid is made by a firm, partnership, or corporation, it shall be signed by a person(s) having such legal authority from said firm, partnership or corporation and the person signing the Bid shall give his/her own name and title (if any) in addition to the name and address of the firm, partnership, or corporation. If a firm or partnership makes the Bid, the names and addresses of the individual members shall be given.

If the Bid is made by a corporation, the name of the State under the Laws of which the corporation was chartered and the names and titles of the President, Treasurer, and Secretary or Clerk of the Corporation shall be given.

If the Bid is made by two or more individuals, partnerships or corporations, or any combination of these, operating for this purpose of this Bid as a joint venture, each party joining to make the Bid shall submit, attached to and made part of the Bid, information and signatures in compliance with the foregoing provisions applicable to an individual firm, partnership, or corporation. An attested copy of the vote of the corporation authorizing such joint venture shall be attached to the Bid.

#### 2.4.2 Addenda

Should the City change any specification, stipulation, requirement, or procedure, notification will be made to all Contractors in the form of a written Addendum during the bidding period. The Bid shall contain an acknowledgement of receipt of any Addenda. All such Addenda shall become a part of the Contract.

#### 2.4.3 Independent Contractor Status

It is understood and agreed that the Contractor, including its agents and employees, will be providing services under the Contract as an independent Contractor for the City of La Palma and that none of the agents or employees of the Contractor will be an employee or agent of the City of La Palma. All liability to persons actually providing services related to wages or other compensation shall be the sole responsibility of the Contractor.

#### 2.4.4 Withdrawal of Bids

A Contractor may withdraw its Bid provided the request in writing is received by an authorized City representative by the time set forth for opening Bids. When such Bid is reached during the opening of bids, it will be returned to the Contractor unread.

#### 2.4.5 Execution of Contract

The successful Contractor shall execute and deliver the Contract and furnish the Certificates of Insurance to the City within 10 days after the Contractor receives the Contract.

#### 2.4.6 Failure to Execute Contract

Should the successful Contractor fail to execute the Contract and to furnish the Certificates of Insurance within 10 days after the Contractor receives the Contract, the City may, at its option, determine that the Contractor has abandoned the Contract and thereupon the Bid and acceptance of that Contractor shall be null and void.

#### 2.4.7 Legal Address of Contractor

Any notice or communication to the Contractor shall be deemed served if delivered to the Contractor at the address named in the Bid, or if deposited in a U.S. Post Office, postage prepaid, addressed to the Contractor as aforesaid; and the date of service shall be the date of such delivery, or, if mailed, five (5) days after such mailing.

#### 2.4.8 Subcontracting of Work

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the expressed written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of the Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate the contract.

In the event the City should consent to assignment or subcontracting, each term and condition of the Contract shall extend to and be binding upon and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event that the City should consent to subcontracting, the Contractor shall include all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of La Palma. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees, but not including the sole negligence of the City, its agents and employees.

#### 2.4.9 Equal Employment Opportunity

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

#### 2.4.10 Personal Liability of City Official

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them within the scope of the Contract, there shall be no liability upon the Directors or their authorized representatives, either personally or as officials of the City, and it shall be understood that in all such matters they act solely as agents and representatives of the City.

#### 2.4.11 Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold the City of La Palma and their elected and appointed officials, employees and agents free and harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, but not including the sole negligence of the City, its agents and employees. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copy right (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, but not including the sole negligence of the City, its agents and employees, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his/her sole

expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### 2.4.12 Conflict of Interest

It is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the City of La Palma in connection with the award or performance of this Contract. It is further understood and agreed that no employment, renting, leasing or purchasing of equipment, supplies or materials will be arranged, or made with or through any employee, agent or officer of the City by the Contractor.

#### 2.4.13 Prohibitive Interests

No Board Member, officer or employee of the City of La Palma, officer or employee of any independent authority or political subdivision of the State of California, or officer or employee or elected official of the State of California, during his/her tenure and for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### 2.4.14 Permits and Licenses

The Contractor shall procure all permits and licenses necessary for the fulfillment of its obligations under this Contract. The Contractor shall pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

#### 2.4.15 Waiver of Minor Deviations, Insignificant Mistakes and Matters of Form

The City reserves the right to waive any minor deviations, insignificant mistakes, and matters of form rather than substance of the Bid, proposal, or contract document which can be waived or corrected without prejudice to other Bidders, potential Contractors, or the governmental body. No officer or agent of the City is authorized to waive this reservation.

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same quality, or of any other term, covenant, or condition of the Contract, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions of the Contract be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission by the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party

shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

#### 2.4.16 Collusion

It shall be understood that any Bid submitted to the City of La Palma is made without collusion with any other bidder submitting a bid on the same commodity, and is in all respects fair and without fraud.

#### 2.4.17 Confidentiality

Bidders' proposals are to be submitted in a separate envelope clearly marked "COST BID". Section 5 herein contains a sample of the Cost Bid format.

#### 2.4.18 False, Fraudulent or Inaccurate Information

The City reserves the right, at its sole discretion, to seek and accept independent verification of all information in response to this Request For Proposal.

The City reserves the right, at its sole discretion, to immediately disqualify any Contractor who provides false, fraudulent or inaccurate information in any responses or communications involving this Bid.

#### 2.4.19 Compliance With Laws

The Contractor shall be fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies of tribunals having any jurisdiction or authority over Contractor, its agents, subcontractors and employees, and over the performance of Contractor, its agents, subcontractors and employees.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree, whether existing at the time of the execution of the Contract or which may become effective before the expiration of the Contract, should be discovered in the Contract, the Contractor shall report the same in writing to the City.

#### 2.4.20 Notice to Bidders Regarding the Public Records Act

Responses to this Request for Proposal will become the exclusive property of the City of La Palma. All bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be those elements in each bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

#### 2.4.21 Payment For Services

The Contractor shall submit original invoices to the City of La Palma Accounts Payable. Said invoices shall include all required certifications and reports as specified herein.

For <u>regularly scheduled</u> maintenance services, Contractor shall submit invoice for work performed during the preceding month. The invoice shall be submitted, in arrears, on or before the fifth (5<sup>th</sup>) day of each month in the amount of one-twelfth (1/12) of the annual total Contract price of the period covering the preceding month.

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after the receipt of the invoice, providing all work performed during the preceding month has been in accordance with these specifications, inspected and accepted by the City and that applicable certifications and reports have been submitted in accordance with this Contract.

#### 2.4.22 Payment Deductions / Contractor's Non-Compliance

Payments shall be made for monthly services completed in accordance with tasks identified in the Contract for each City Facility. No payments shall be made for **non-performance of services.** 

If, in the judgment of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment or deduct from Contractor's payments for work not performed. The City will give notice describing deficient work or work non-performed and the amount that will be withheld or deducted from payments.

For task sets that must be regularly performed (e.g., daily, twice weekly, weekly), if the City determines that Contractor has deficiently performed (including failure to meet "Management and Supervision" specifications), incompletely performed, or not performed at the appropriate time (all in City's sole discretion) one or more of the tasks in a specified task set, the City will deduct from the Contractor's payment the bid cost for that task set (e.g., "cost for daily cleaning"), **or a minimum of \$100.00** for each task for each facility, whichever is greater.

For tasks, or task sets, that are infrequent (periodic, seasonal, cyclical, or monthly), if City determines that they are deficiently performed (including failure to meet "Management and Supervision" specifications), City will give notice to the Contractor to correct the deficiency, complete the performance, or perform within a time stated in the notice. If Contractor fails to correct deficiencies within that time, the City may: (a) deduct from Contractor's payment a sum attributable to the deficiency; or (b) upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, City may correct the deficiencies and the costs incurred by completion of the work by an alternate source, whether it be City employees or another Contractor, will be deducted from the payment to the Contractor from the City, as determined by the City. A minimum of \$100 will be deducted for each deficiency. This applies to all tasks specified.

The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover a portion of City costs due to the failure of the Contractor to complete or comply with provisions of this Contract.

In addition to the remedies provided heretofore, the Contract may be terminated in accordance with and as described in "Default By Contractor' / Termination," upon Contractor's failure to correct deficiencies in a timely manner.

#### 2.4.23 Default By Contractor / Termination

Notwithstanding and in addition to "Payment Deductions / Contractor's Non-Compliance" described previously, the City may terminate this Contract without liability for damages, when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

If the City terminates the Contract, the City will give notice to the effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within said five (5) day period or, after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice; all such incidental costs less any amount deducted from monies due.

# 2.4.24 Right To Stop Work / Termination By Contractor

Contractor shall have the right to stop work only if City fails to make timely payments required under the terms of the Contract. Contractor may terminate the Contract only for cause, upon forty-five (45) days prior written notice to City. Contractor shall immediately cease all services hereunder; as of the date specified in Contractor's termination notice except such service, which may be specifically approved by the City. Contractor shall be entitled to compensation for all services rendered prior to the termination date and for any services authorized in writing by the City.

#### 2.4.25 Contract Enforcement

The Contractor or its authorized representative shall meet on site bi-weekly at the discretion and convenience of the City, with the City's designated representative(s) for a walk-through inspection and to address any problems or other issues. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work areas.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in review and monitoring of Contractor's performance, records and procedures.

At the request of the City, or its appropriate representative, Contractor shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and the City is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

#### 2.4.26 Temporary Suspension of Work

The City's representative(s) shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

The Contractor shall request permission of the City's representative(s), during City business hours to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

#### 2.4.27 Record Retention and Inspection

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of five (5) years after termination or expiration of the Contract.

The City shall have the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. All information in connection with the City's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under the law.

If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less then the payments made by the City to the Contractor, then, at the City's discretion, the Contractor shall either: (1) immediately repay to the City the overpayment, or (2) at City's option, City will give to Contractor credit against any future

payments due the Contractor. If such an audit finds that the City's liability for services provided hereunder is more than payments made by the City to the Contractor, then the City shall pay the difference to the Contractor provided that in no event shall the City's maximum obligation exceed the Contract price as originally bid or as stated in an amendment.

#### 2.4.28 Validity

The invalidity, unenforceability or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

#### **SECTION 3 - SCOPE OF WORK**

This section is designed to provide the Contractor with details of the Scope of Work required, and is not intended to represent all legal requirements of the Contract.

The Contractor shall provide scheduled custodial maintenance services inclusive of floor and carpet care, cleaning and restocking restrooms, dusting and polishing, window cleaning, litter and refuse removal, kitchen and office cleaning as provided in "Exhibit B" in accordance with the tasks and frequencies identified.

Contractors bidding on Janitorial Services must be able to perform all duties contained within this Scope of Work, as attested by the Affidavit of Compliance with Bid Specifications (see Section 4).

#### 3.1 MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A mandatory Pre-Bid Conference and Site Visit shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, no bid will be accepted from a contractor who fails to attend the Pre-Bid Conference and Site Visit as scheduled. Contractors are required to sign-in at the Pre-Bid Conference and Site Visit. Answers to questions posed after the Pre-Bid Conference will be sent to those on the sign-in list.

I. Mandatory Pre-Bid Conference Schedule\*

Wednesday, June 23, 2021 at 9:30 9:30 a.m.

Location: La Palma Community Center

7821 Walker Street, La Palma, CA 90623

\*Due to the Covid-19 pandemic, all attendees must wear face coverings at all times during the Mandatory Pre-Bid Conference and Site Visit.

#### II. Mandatory Site Visit

Site visits of facilities shall be conducted to allow prospective contractors to examine the physical conditions of the facilities. The City shall assume that the Contractor has investigated and are satisfied with the expected conditions, quality of work to be performed, and the requirements of these specifications. The cost of all necessary work, materials, supplies, and equipment, and other items shall be included in the prices included in the Bid. No other costs or charges shall be made unless provided for in the contract specifications.

By submitting a Bid, the Contractor acknowledges that the Contractor has made a personal inspection of the facilities and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition, and shall not make any demands upon City for improvements or alterations thereto.

#### III. Pre-Job Meeting

The Contractor to whom the award is made will be required to meet with City representative(s) for the purpose of review of the Contract documents, specifications and instructions or procedures.

#### 3.2 INSURANCE

The Contractor will obtain:

- Statutory Workers' Compensation Insurance in an amount required by the laws of the State of California and Employer's Liability Insurance in the amount of \$1 Million per occurrence for injuries incurred in providing services under this Agreement;
- 2. Comprehensive General Liability Insurance (including premises and operations, contractual liability, and independent contractor liability) with a limit of not less than \$1 million per occurrence, \$2 million general aggregate.
- 3. Automobile Liability Insurance (including owned, non-owned, leased, and hired autos) for bodily injury and property damage with a combined single limit of not less than \$1 million per occurrence. Any deductible shall be the responsibility of the Contractor.
- 4. Professional Liability Insurance (covering errors and omissions) with a coverage in a minimum amount of \$1 million per claim made.

The Contractor shall not commence work under the Contract until it has obtained all insurance required above and the City has approved such insurance.

#### 3.3 FUTURE AMMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Manager and executed by the Contractor and the City.

#### 3.4 REFUSE DISPOSAL

The City shall be responsible for, and pay the costs of, the disposal of all trash, litter, and debris collected (i.e., refuse) by the Contractor in the performance of the tasks within. The refuse collected by the Contractor in the performance of these tasks shall be deposited in a location, or locations as specified by the City.

#### 3.5 HAZARDOUS MATERIALS

Use of any chemicals or hazardous materials by the Contractor in performing services shall be subject to the approval of the City, and shall be used in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject. The Contractor shall defend, indemnify and hold harmless the City and its officials and its employees for all claims, demands, damage, causes of action, loss, liability, cost or expense relating to the Contractor's failure to comply with this section, but not for the sole negligence of the City, its agents or employees.

#### 3.6 SAFETY

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

All services provided, and materials used, shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval by the City's representative(s). The Contractor shall maintain Material Safety Data Sheets (MSDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used, or for any other reasonable purpose.

#### 3.7 ENVIRONMENTAL REQUIREMENTS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations, including environmental laws and regulations. Contractor shall ensure that all personnel whose responsibilities involve cleaning and waste

disposal are trained in Best Management Practices, as set forth in the City's NPDES permit and Stormwater Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule, but not for the sole negligence of the City, its agents or employees.

In preparing the bid, the Contractor shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

- 1. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan:
  - a. Appurtenances must be cleaned by a method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
  - b. All wash water must be disposed of to a sanitary sewer.
  - c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept or blown into the street or storm drains.
  - d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to a water body.

#### 3.8 CHANGES IN SERVICE

The City may, at its discretion, authorize the Contractor to perform additional work. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger or injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.

Additional compensation may be authorized at the discretion of the City, for "Additional Work" as deemed necessary by the City.

For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, which shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City employees, or to contract with a third party for such work.

All additional work as provided for herein shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

City reserves the right to bid separately, outside the scope of this bid, for additional work and Specialty Functions. There is no guarantee that the City will request the Contractor to perform any additional work or Specialty Functions. Bidder must not rely on receiving a request from the City for additional work or Specialty Functions in preparing and submitting a bid.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those "Specialty Functions," or "Additional Work" deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

#### 3.9 WORK AND WORKMANSHIP

The Contractor shall thoroughly complete each task in a professional and workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide labor, materials and equipment necessary for janitorial services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at not less than the frequencies set forth in "Exhibit B."

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor him or herself, on all matters affecting work hereunder. Should this individual change; the City's representative(s) must be notified in writing within five (5) days after the change.

The Contractor recognizes that City work forces and other parties under contract with the City may conduct other activities and operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the City.

#### 3.10 LOCKS / KEYS / SECURITY CODES

Access to City facilities shall be in accordance with instructions, keys, and/or security codes issued or provided by the City's representative(s). Access may include special instructions about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times. Every effort must be made to make sure the building is secured prior to the Contractor's employees leaving the building.

Facility keys and keycards will be checked-out each day of service at the Police Department, 7792 Walker Street, and checked-in at the completion of service that day.

California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500.00, or both.

It will be the responsibility of the Contractor's employees to disarm and arm the security alarm system. Failure to enter the security code and arming the security alarm system prior to leaving the building will result in a fee in the amount of \$50.00 per occurrence, which will be deducted from the Contractor's monthly payment.

#### 3.11 VANDALISM

Contractor shall report any damage to City property, including but not limited to, vandalism, Acts of God, and third party negligence to City representative(s).

If the Contractor, its employees, or subcontractors cause damage to any City facility then the Contractor shall repair such damage at it own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due the Contractor from the City.

#### 3.12 INQUIRES AND COMPLAINTS

The Contractor shall provide methods to enable the City to contact a representative of the Contractor, who is proficient in English, to take necessary action regarding all inquires and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of any complaint within thirty (30) minutes after receipt of such complaint by the answering service.

During normal working hours, the Contractor's representative who is responsible for providing maintenance services shall be available for notification through electronic communications, including but not limited to electronic mail.

All complaints shall be resolved as soon as possible after notification, but in all cases within twenty-four (24) hours, and to the satisfaction of the City representative(s). If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five

(5) days. If the complaints are not resolved within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.

#### 3.13 ACCIDENT REPORTING

The Contractor shall immediately notify the designated City representative(s) (Contract Monitor) of any accident, regardless of whether or not injury or damage is evident, involving the Contractor's staff, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City.

#### 3.14 CONTRACTOR'S EQUIPMENT

The Contractor shall provide and properly maintain all necessary equipment including, but not limited to: floor scrubber, vacuum cleaner(s), appropriate mop buckets and wringers, brooms, high speed floor buffer, dust mops, dust pans, wet mops, floor squeegee, and sponges.

#### 3.15 CONSUMABLE MATERIALS AND SUPPLIES – CITY SUPPLIED

The City will supply, at no cost to the Contractor, the following items:

- a. All trash receptacles
- b. Trash receptacle liners.
- c. Paper towels, toilet paper, toilet seat covers, hand soap, sanitary napkins, and all related dispenser for restrooms.
- d. Cleaning agents, chemicals, spotting agents and polishes.

The Contractor shall ensure proper distribution and monitoring of these materials and supplies so as to prevent waste, theft, or other abuse. Problems with dispensers shall be reported to the City's representatives.

The City Representative(s) shall identify and authorize Contractor to use a designated area(s) for storage as needed. The designated storage areas shall be maintained in a neat, orderly and clean manner.

#### 3.16 CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

Each crew of the Contractor's employees shall include at least one individual who proficiently speaks and comprehends the English Language.

The City shall have the right to conduct background investigations, and to disapprove any employee on the Contractor's work force. In this regard, the Contractor shall provide the City the names, driver's licenses, and social security numbers of all personnel who will perform maintenance work under this agreement. The City will

perform a criminal history check on any employee and may request additional employee information.

The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City. At no time will Contractor's employees allow non-employees into City facilities during cleaning operations.

The Contractor's employees shall not disturb documents on desks, open drawers or cabinets, use televisions, computers, typewriters, telephones, or radios. In addition, the consumption of alcoholic beverages or illegal drugs, gambling while on duty, or loitering in or on the facility after normal working hours are strictly forbidden, and any violation of the above items shall be grounds for terminating the contract by the City.

#### 3.17 MANAGEMENT AND SUPERVISION

The Contractor has the responsibility of providing fully trained and qualified personnel. City representative(s) shall closely monitor the staff's performance, at each site, to detect operational irregularities and non-compliance with contractual requirements.

It is the Contractor's executive, management, and supervisory staff's responsibility to oversee the activities of its operational staff, throughout the range of its activities, and to see the staff does not delay, ignore, or otherwise limit its Contractual obligations.

The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the Contract and its time lines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each crew. If any task cannot be thoroughly completed within the scheduled timeline, the City shall be notified immediately.

The Contractor shall also ensure that:

- 1. Operator and machine safety equipment shall be in place and operational.
- 2. Machine speed and operational characteristics shall match manufacturer's recommendations.
- The Contractor shall remedy hazardous materials on site that result from Contractor's work and shall properly dispose of the materials off site. The Contractor shall notify appropriate agencies regarding all hazardous materials.
- 4. Chemicals, cleansers, or equipment shall not be left exposed or accessible to, City employees or the public.

#### 3.18 CERTIFICATIONS / REPORTS

The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work was completed at each facility. Required Facility Inspection Reports shall be completed and submitted as required. Said reports shall be in a form and content acceptable to the City and must be submitted to the City as scheduled. The City will not make the monthly payment until it has received and approved such reports.

#### 3.19 SCHEDULED JANITORIAL SERVICES / FREQUENCY (See Exhibit "B")

- 1. CLEAN FLOORS (Resilient Tile/Linoleum) The Contractor shall begin cleaning operation by sweeping floor with a treated dust-mop to remove all dirt, dust, trash, particles, and other debris. The Contractor shall utilize a mildly abrasive pad (or equivalent) to remove all scuffmarks, scars, streaks, spills, stains, gum, tar, and other foreign substances. The Contractor shall then wet mop the floor. When wet mopping, the Contractor shall ensure that the floors, walls, baseboards, corners, thresholds, and adjacent surfaces are free of dirt, dust, marks, scars, streaks, spills, stains, gum, tar, and other foreign substances, including those resulting from the cleaning equipment and splashing of cleaning solution. The Contractor shall ensure that all cleaning solutions have been mixed according to manufacturer's directions and are appropriate for the floor surface.
- 2. CLEAN CARPETS AND FLOOR MATS - The Contractor shall begin cleaning operation by removing all paper, gum, rubber bands, staples, paper clips and other debris from the carpet. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles shall be moved to vacuum underneath and then replaced to their original positions. The beater bars of the vacuum shall be adjusted to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment shall be used to clean all areas that are inaccessible to the carpet vacuum. The Contractor shall also spot clean the carpet to remove all spots, stains, gum, tar, and other substances. When spot cleaning carpet, the Contractor shall use a spray foam product and a soft bristle brush to agitate the area; any dampness shall be removed by blotting area with a clean soft cloth. The City's Representative(s) shall be notified if spot-cleaning effort is not effective.
- 3. CLEAN WALLS, WALL CABINETS, AND PARTITIONS The Contractor shall spot clean walls, including light switches, wall cabinets and partitions to remove all dirt, cobwebs, mold, graffiti, grease, marks, stains, smears, and other foreign substances. The Contractor shall ensure that the walls, wall cabinets, and partitions are uniformly clean, that there are no smudge spots on the wall overlaps, and that water/cleaning fluids are not spilled onto floors or adjacent areas.
- **4. CLEAN GLASS DOORS, PARTITIONS, AND PANELS** The Contractor shall spot clean glass doors, glass partitions, and glass panels. The glass

- surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all dirt, grime, smudges, stains, streaks and foreign substances.
- 5. CLEAN DOORS AND DOOR FRAMES The Contractor shall spot clean doors, including door glass and handles, and door frames to remove all dirt, cobwebs, mold, graffiti, grease, marks, stains, smears, mold, and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.
- 6. CLEAN CEILING VENTS AND LIGHT FIXTURES The Contractor shall dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles, and cobwebs.
- 7. **CLEAN FURNISHINGS** – The Contractor shall spot clean all furnishings (i.e., furniture) such as desks, chairs, cabinets, display cabinets, counters, tables, and other furnishings, including legs and bases as is appropriate to type. Furnishings shall be free of dust, particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks, and foreign substances. Items on top of the furnishings shall not be disturbed in the cleaning procedure. Wood: The Contractor shall use a soft clean cloth and an approved polish to clean surfaces. Wood furnishings shall not have an oily film when the surface is rubbed lightly with fingertips. Hard surfaces (other than wood): The Contractor shall use a sponge, clean cloth, and of neutral detergent or glass cleaner to clean washable surfaces. Glass cleaner shall be used on all glass After cleaning, these surfaces shall have a clean, uniform appearance, free from streaks, spots and other evidence of removable soil. Vinyl: The Contractor shall wipe surfaces down with a cloth or sponges with an appropriate cleanser, re-wipe with clean damp cloth, and dry with a clean cloth. Cloth (including furniture and drapes): The Contractor shall use a lightly treated dust cloth, tank vacuum with dusting attachment, or a combination thereof to clean surfaces. When spot cleaning furnishings, the Contractor shall use an appropriate foam product and a sponge to aditate the area, any dampness shall be removed by blotting area with a clean soft cloth. The Contractor shall notify the City's Representative(s) if spot-cleaning effort is not effective.
- 8. DUST FILE CABINETS, LEDGES, SHELVES, AND OTHER HIGH SURFACES The Contractor shall dust ledges, shelves, and other high surfaces. These items shall be free of dust, dirt, cobwebs, and other foreign substances.
- 9. EMPTY AND CLEAN TRASH RECEPTACLES / ASHTRAYS The Contractor shall empty all trash receptacles and ashtrays. Liners shall be replaced when soiled or torn; existing liners that are clean shall be reused. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles that are found to contain liquids or other substances that could be the cause of odors shall be washed out and dried before new liners are installed. The Contractor

shall place the removed trash into the dumpster/container located in the exterior trash enclosure. No trash should be left on the ground around the enclosure, or on top of the enclosure. The trash enclosure shall remain closed at all times.

- 10. CLEAN ENTRY DOORS, WINDOWS, AND WINDOW SILLS The Contractor shall dust and spot clean all window frames below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti, and other foreign substances. The Contractor shall also spot clean windows/doors to remove all smudges, fingerprints, marks, streaks, graffiti, or foreign substances discovered on windows or doors.
- 11. CLEAN DISPLAY CASE GLASS AND MIRRORS The Contractor shall spot clean display case windows and glass to remove all smudges, fingerprints, marks, streaks, graffiti, or foreign substances discovered on windows or mirrors.
- 12. CLEAN KITCHEN The Contractor shall clean/wash, using an approved germicidal disinfectant, and polish sinks, dispensers, cabinet, tables, chairs, countertops, and exterior surfaces of stove(s) and refrigerator(s) to remove all dust, dirt, grease, fingerprints, stains, streaks, and food particles. The Contractor shall restock/refill all soap and paper dispensers to proper fill levels.
- **13. CLEAN DRINKING FOUNTAINS** The Contractor shall use an approved germicidal disinfectant, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, streaks, smudges, and foreign substances from the drinking fountain.

#### 14. CLEAN RESTROOMS -

- a. Clean and Disinfect Sinks, Toilets, Urinals, Exposed Plumbing: The Contractor shall use a germicidal detergent, a clean sponge, abrasive pad. toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, and urinals. The cleaning shall include the drying and polishing of all exposed hardware. The interior of toilets, toilet seats, and urinals shall be scoured using a bowl mop. After the interior has been scoured (excluding waterless fixtures), the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning, the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soils, scales, blood, feces, rust stains, scum, streaks, mineral deposits, and other foreign substances. All metal hardware such as flush valves, faucet valves, and faucets shall be wiped dry and free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be immediately reported to the City Representative(s).
- b. Clean Sink, Urinal, and Toilet Stoppages: The Contractor shall attempt to clear all toilets and sink stoppages by use of a plunger or other device.

- If the attempt to clear the stoppage(s) has failed, the Contractor shall post an "out of order" sign on the sink, urinal, or toilet stall door, and shall immediately report the stoppage(s) to the City Representative(s).
- c. Clean Ceiling Vents and Light Fixtures: The Contractor shall spot clean ceiling vents and light fixtures to remove all dirt, cobwebs, and other foreign substances.
- d. Clean and Disinfect Restroom Floors: The Contractor shall begin cleaning/disinfecting operation by sweeping floor with a dust mop or broom to remove all dirt, dust, trash, particles, and other debris. The Contractor shall then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer, and a germicidal disinfectant solution. The cleaning solution shall be removed using a well-wrung mop, or it may be squeegeed to the floor drain. After being mopped, the floor shall have a uniform appearance with no streaks, film swirl marks, detergent residue, mop strings, and grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks or mop streaks left on fixtures, walls, baseboards, trash receptacles, etc.
- e. **Clean Mirrors:** The Contractor shall remove all soil, streaks, smudges, and foreign substances from the mirror surface and frame using glass cleaning solution and a cloth. Mirror surface shall be polished with a clean, dry cloth so that it presents a uniform, clean appearance.
- f. Empty and Clean Trash Receptacles/Sanitary Napkin Disposal: The Contractor shall empty all trash and sanitary napkin receptacles. Liners shall be replaced when soiled or torn; existing liners that are clean shall be reused. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles that are found to contain liquids or other substances that could be the cause of odors shall be washed out and dried before new liners are installed. The Contractor shall place the removed trash into the dumpster/container located in the exterior trash enclosure. No trash should be left on the ground around the enclosure, or on top of the enclosure.
- g. Fill and Clean Paper Dispensers: The Contractor shall refill all paper towel, toilet tissue, sanitary napkin, and other paper dispensers to the proper fill level. The Contractor shall also wipe and clean the dispensers and adjacent surfaces with a germicidal detergent to remove handprints and smudges. The Contractor shall check all dispensers for proper operation, and shall report inoperative devices to the City Representative(s).
- h. **Fill and Clean Soap Dispensers:** The Contractor shall refill all soap dispensers to their proper fill level, in accordance with manufacturer's instructions. The Contractor shall also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process.

The Contractor shall check all dispensers for proper operation, and shall report inoperative devices to the City Representative(s).

- i. Wash Walls, Partitions, Door Frames, and Door Handles: The Contractor shall thoroughly wash all walls, partitions (including the interiors of toilet stalls), doorframes, and door handles with a germicidal disinfectant. The Contractor shall ensure that the walls and partitions are uniformly clean, that there are no smudge spots on the wall overlaps, and that water/cleaning fluids are not spilled onto floors or adjacent areas. After washing, the walls, partitions, door frames, and door handles shall present a clean, bright, shiny appearance.
- j. Washing Ceiling, Vents, and Light Fixtures: The Contractor shall thoroughly clean, using a germicidal disinfectant and sponge or clean cloth, the ceiling vents and light fixtures to remove all dirt, grease, particles, cobwebs, and other foreign substances. The Contractor shall not use a hose or any other means for this operation, other than those specified in this paragraph.
- k. Strip and Seal Floors: The Contractor shall strip and seal floors, with an approved sealer. No wax shall be applied. The floor shall be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, streaks, watermarks, cleaning equipment marks, splashing, and dissolved and finished particles, and other foreign substances. Walls, baseboards, and other surfaces shall be clean and free of watermarks, cleaning equipment marks, and splashing. The Contractor shall ensure that baseboard, tile, fixtures, and other equipment is not damaged, disfigured, or impaired.
- operation by sweeping floor with a wet mop to remove all dirt particles, foreign substances, and debris. Contractor shall then thoroughly wet the entire floor and wall surfaces utilizing a wet mop and scrub pad, mop bucket and ringer, and an approved germicidal disinfectant solution. The solution must be allowed to remain on the surface for three to four minutes, and shall be agitated using a scrub pad and/or mop. The Contractor shall then remove the cleaning solution using a well rung mop or squeegee to the floor drain. After being cleaned, the shower floor and walls shall have a uniform appearance with no film detergent residue, mop strings, and that the grout shall be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks on fixtures or related locker room furniture.

#### 16. PERIODIC SERVICES

a. **Buff Floors (Resilient Tile/Linoleum):** The Contractor shall damp mop, and then spray buff floor(s) with an approved floor wax and a high-speed polisher with an abrasive pad. This operation shall take place after the daily cleaning operation has been completed. Excessive wax build-up shall not be present on floor, corners, or baseboards.

- b. **Machine Strip, Seal and Wax Floors (Resilient Tile/Linoleum):** The Contractor shall strip, refinish with sealer, and wax floor(s) with an approved floor wax. Entire room shall be completed in one operation, and shall be completed in accordance with the manufacturer's recommendation.
- c. Clean Carpets By Extraction Method / Shampoo: The Contractor shall thoroughly clean carpet (i.e., carpeted area) using the water extraction method. All paper, gum, rubber bands, staples, paper clips, and other debris shall be removed from the carpeted area. The Contractor shall then use a carpet vacuum to remove surface soil and embedded dirt. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. All instructions provided by the manufacturer of the water extraction equipment and cleaning solutions shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern that will give the carpet pile a uniform appearance.
- d. Wash and Clean All Interior and Exterior Glass: The Contractor shall clean the interior and exterior side of all glass windows and entrance doors. The surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all dirt, grime, smudges, stains, streaks, and foreign substances.
- e. Wash Hoods, Stove Vents, Filters and Ducts: The Contractor shall wash kitchen hoods, stove vents, filters and ducts to remove all dust, dirt, grease, grime, food particles, and other foreign substances. The Contractor shall use an approved germicidal disinfectant. After washing, the hoods, stove vents, filters, and ducts shall present a clean, bright, and shiny appearance.
- f. Clean Baseboards & Kickplates: The Contractor shall completely clean all baseboards and kickplates, and shall present a uniform appearance to remove any dirt, grime, smudges, stains, streaks, and foreign substances.
- g. **Clean Ovens:** The Contractor shall completely clean all ovens and shall present a uniform appearance to remove any dirt, grease, grime, food particles, and other foreign substances.
- **3.20 SANITIZATION** the Contractor shall ensure all proper personal protection equipment is used as required when sanitizing the following:
  - a. All high-touch surfaces shall be sprayed and wiped-down using an EPA approved disinfectant, which include the following:
    - All office doorknobs and handles
    - Desks and horizontal surfaces (Only areas that are clear and free of papers)

- Kitchen counters, exterior cabinet/drawer handles, cooktop/stove handles, tables, chairs, and sinks
- Exterior of refrigerators, microwaves and handles
- Conference room tables, credenzas, chairs, and file cabinets
- Restroom door handles, faucets, sinks, toilets, partition walls, shower doors and shower pan, mirrors, and urinals
- b. At times the City may require more extensive electrostatic sanitization to be arranged with the Contractor and billed in addition to the base bid.

# SECTION 4 – SUBMISSION FORMS LA PALMA JANITORIAL SERVICES

# **AFFIDAVIT OF NON-COLLUSION**

State o	of		-	
(Date)		20	-	
County	y of	<del></del>		
	The undersigned being duly sworn, o	deposes and	I says that he/she	is the
	sole owner; partner, president, treas official of a corporation of	urer, or othe	r duly authorized	
	Name of firm as appearing in submit	ted bid		
certifie made word "	urposes of securing a Janitorial Serves under penalties of perjury that this without collusion or fraud with any operson" shall mean any natural persousiness or legal entity.	proposal is other person	in all respects bor . As used in this	a fide, fair and paragraph the
	Signature and Title of Person making Affidavit			
Sworn	to before me this			
	day of_			, 20
Notary	Public			
Му соі	mmission expires:			

# <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION</u> <u>AND OTHER RESPONSIBILITY MATTERS</u>

The Contractor certifies to the best of its knowledge and belief, that it or any of its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding by any Federal, State or local department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph two (2) of this certificate; and
- Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.
- 5. Have fulfilled all obligations of any contracts or transactions similar to or in the nature of the services herein described.

(If the Contractor is unable to certify to any of the statements in this certification with respect to it or any of its principals, the Contractor shall attach an explanation to this certification).

THE CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature and	Title of Authorized Official	

# **AFFIDAVIT OF COMPLIANCE WITH BID SPECIFICATIONS**

State	of California		
(Date	)	, 20	
Count	ry of		
	The undersigned being	duly sworn, depose	es and says that he/she is the
	sole owner; partner, pre official of a corporation of		r other duly authorized
	Name of firm as appeari	ing in submitted bio	
behalt corpo directl and h bidde that t comm bidde other of any are tru bid pr data r compa	f of, any undisclosed per ration; that the bid is ger by or indirectly induced or has not directly or indirectly for anyone else to put in the bidder has not in ar hunication, or conference r, or to fix any overhead, bidder, or to secure any yone interested in the pro- ue; and, further, that the fice or any breakdown the relative thereto, or paid, a	rson, partnership, on the and not collustrated any other solicited any other solicited any other solicited, contractly colluded, contractly with anyone to fix profit, or cost elegadvantage against oposed contract; the bidder has not, directly or the conternant will not pay, aution, bid depository	is not made in the interest of, or on company, association, organization, or asive or sham; that the bidder has not be bidder to put in a false or sham bid, spired, connived, or agreed with any hat anyone shall refrain from bidding; or indirectly, sought by agreement, the bid price of the bidder or any other ment of the bid price, or of that of any the public body awarding the contract hat all statements contained in the bid ectly or indirectly, submitted his or her ints thereof, or divulged information or my fee to any corporation, partnership, or or to any member or agent thereof to
			gnature and Title erson making Affidavit
Sworr	n to before me this		
		day of	, 2021.
Notar	y Public	<del></del>	
Му со	mmission expires:		

# FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT	:
	CITY OF LAPALMA ("CITY") awarded to CIPAL") a contract for performance of work RACT"), the terms and conditions of which are
WHEREAS the CONTRACT requires PRINCIPAL guarantee PRINCIPAL's faithful performance of all prov	
WHEREAS a corporation legally authorized to execute and furnish California is willing to act as PRINCIPAL'S SURETY in	
NOW,THEREFORE, we PRINCIPAL and SURETY he in lawful United States currency the principal sum compayment well and truly to be made to CITY or CITY's so	of, for which successors or assigns we herby bind ourselves and
THE CONDITION OF THIS BOND IS THAT IF PRINC successors or assigns shall in all things stand to, abide all the covenants, conditions and promises in the Calterations thereof made as therein provided on PRIN and in the manner specified therein, and in all respectshall indemnify and save harmless CITY and CITY's or then this obligation shall become null and void; otherweffect.	e by, and well and truly keep and faithfully perform CONTRACT, including its work Guaranty, and all CIPAL's part to be kept and performed at the time according to their true intent and meaning, and fficers, employees and agents as therein specified,
SURETY hereby agrees that no change in the terms thereunder, or any extension of time for completion the under this BOND, and hereby waives notice of any charter provisions of California Civil Code Sections 2819 and 2	nereof, shall in any way relieve it of its obligations nange or extension thereof, and further waives the
If lawsuit is brought by CITY on this BOND, PRINCIPA the principal sum hereof, reasonable costs and attorraward.	
IN WITNESS WHEREOF we sign and seal this BOND	ON
Correspondence or claims relating to this BOND should be sent to SURETY at the following address:	Principal
	By(Seal)
	Typed Name and Title
Telephone Number	Surety
	(Seal)
Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.	Attorney-in-Fact
	Typed Name and Title

#### **SECTION 5 – COST BID**

(Submit under separate cover)

#### LA PALMA JANITORIAL SERVICES

#### TO: CITY OF LA PALMA

The undersigned declares that he or she has carefully examined the location of the proposed work and hereby proposes to furnish to the City all labor, services, materials, equipment, and vehicles for La Palma Janitorial Services at City Hall, Police Department, Recreation & Community Services, and City Yard Office Buildings, in strict accordance with the SPECIFICATIONS and under our BID, commencing on September 1, 2021, and ending on August 31, 2024, contingent upon agreement of both parties, unless sooner terminated or cancelled as herein provided.

## BASE BID (Include all Periodic Services for each Facility)

Janitorial Services For Buildings/Facilities At:	UNIT PRICE PER MONTH	TOTAL PRICE PER YEAR	ELECTROSTATIC SANTIZATION UNIT PRICE PER CLEANING
City Hall	\$	\$	\$
Police Department	\$	\$	\$
Recreation & Community Services	\$	\$	\$
City Yard Office	\$	\$	\$
TOTAL BASE BID		\$	
TOTAL BASE BID IN WOR	DS:		
Dated this	day c	of	, 2021
Submitted By	(Please Print)		
Signature of Bidder		Titlo	
Signature of bluder		rue	
Firm Name			
Business Address			
Telephone #	Fax	· #	

#### **JANITORIAL SERVICES OF CITY FACILITIES**

Schedule of WorK By Type of Services at Various Locations	CITY HALL	COMMUNITY SERVICES	POLICE DEPARTMENT	CITY YARD
Offices, Lounges, Conference/Meeting Rooms, Council Chambers, Activity Rooms, Kitchens, Storage Rooms:				
Empty & clean waste/recycle receptacles, replace liners and deposit trash in designated bins	Monday - Thursday	Daily	Daily	Monday - Thursday
Empty & clean ashtrays/clean urns	Monday - Thursday	Daily	Daily	Monday - Thursday
Clean & disinfect kitchen countertops, sinks, ranges, refrigerators, microwave ovens and vending machines, and community center kitchen walls	Monday - Thursday	Daily	Daily	Monday - Thursday
Clean & polish counters, & bright metal, including any exposed chrome plumbing	Monday - Thursday	Daily	Daily	Monday - Thursday
Clean & disinfect & polish drinking foountains & surrounding tiles/wallpaper	Monday - Thursday	Daily	Daily	Monday - Thursday
Dust & clean all desks, counters, shelves, chairs, & chair mat (if accessible)	Weekly	Weekly	Weekly	Weekly
Dust file cabinets, ledges, furniture, window sills, picture frames, venetian/mini blinds or other window coverings, etc.	Weekly	Weekly	Weekly	Weekly
Remove fingerprints/smudges from woodwork, doors, light switches, desks, office equipment, counters, walls, etc.	Weekly	Weekly	Weekly	Weekly
Sweep & dust mop all tiled areas	Monday - Thursday	Daily	N/A	Monday - Thursday
Wet mop all tiled floor areas with disinfectant	Sunday	Daily	Daily	Sunday
Vacuum all carpets	Monday - Thursday	Daily	Daily	N/A
Spot clean carpets/remove stains	Monday - Thursday	Daily	Daily	N/A
Scrub/buff all tiled/linoleum areas	1st Sunday monthly	Monthly	1st Sunday monthly	1st Sunday monthly
Machine strip & wax tile/lineoluem floors (include Police Department kitchen, restrooms and	1st Sunday in	1st Sunday in	1st Sunday in	1st Sunday in
storage rooms in community center building)	Jan/Apr/Jul/Oct	Feb/April/June/ Oct	Jan/Apr/Jul/Oct	Jan/Apr/Jul/Oct
Sweep entry areas and vacuum entry mats	Monday - Thursday	Daily	Daily	Monday - Thursday
Dust, clean and polish all desk & furniture in City Council Chambers	Monday	N/A	N/A	N/A
Dust tops of lockers in the locker rooms, wipe down/clean locker doors	N/A	N/A	Sunday	Sunday
Secure buildings, lock exterior doors, windows, and reactivate security alarm system as instructed	Daily	Daily	Daily	Daily

Page 1 of 2 EXHIBIT "B"

#### **JANITORIAL SERVICES OF CITY FACILITIES**

Schedule of Work By Type of Services at Various Locations	CITY HALL	COMMUNITY SERVICES	POLICE DEPARTMENT	CITY YARD
Restrooms:				
Clean, disinfect & polish wash basins & fixtures	Monday - Thursday	Daily	Daily	Monday - Thursday
Clean & disinfect toilet bowls, both sides of seats, & urinals	Monday - Thursday	Daily	Daily	Monday - Thursday
Empty & clean waste & sanitary napkin disposal	Monday - Thursday	Daily	Daily	Monday - Thursday
Clean & polish mirrors, counters, & bright metal, including any exposed chrome plumbing	Monday - Thursday	Daily	Daily	Monday - Thursday
Sweep & wet mop floors with germicidal deodorant	Monday - Thursday	Daily	Monday - Thursday	Monday - Thursday
Clean tile around urinals/sinks, shower stalls	Monday - Thursday	Daily	Daily	Monday - Thursday
Wipe down partition walls, partition doors, door frames & handles	Monday - Thursday	Daily	Daily	Monday - Thursday
Sterilize shower stall floor & wall tiles, remove drain covers & wash down shower doors	N/A	Monday -Thursday	Daily	Monday - Thursday
Restock all paper & soap dispensers	Monday - Thursday	Daily	Daily	Monday - Thursday
Glass Doors & Windows:				
Clean entry doors, windows, & window sills remove fingerprints and smudges	Monday - Thursday	Daily	Daily	Monday - Thursday
Clean display case and mirrors, remove fingerprints and smudges	Monday - Thursday	Daily	Daily	Monday - Thursday
Wash and clean all interior glass	1st Sunday in Jan/Apr/June/Oct	1st Sunday in Jan/Apr/June/Oct	1st Sunday in Jan/Apr/June/Oct	1st Sunday in Jan/Apr/June/Oct
Wash and clean all exterior glass	1st Sunday in Jan/Apr/June/Oct	1st Sunday in Jan/Apr/June/Oct	1st Sunday in Jan/Apr/June/Oct	1st Sunday in Jan/Apr/June/Oct
Jail Area:				
Sweep/dust mop all floors	N/A	N/A	Daily	N/A
Wet mop all floors with disinfectant	N/A	N/A	Daily	N/A
Clean & disinfect toilets and sinks	N/A	N/A	Daily	N/A
Clean/Sanitize mattresses & pillowcases	N/A	N/A	Daily	N/A
Periodic Services:				
High & Low vertical dusting, including ceiling & corners, ceiling vents	1st & 3rd Monday of the month	the month	1st & 3rd Thursday of the month	of the month
Clean baseboards & kickplates of all marks	1st & 3rd Monday of the month	1st & 3rd Tuesday of the month	1st & 3rd Thursday of the month	1st & 3rd Thursday of the month
Vacuum upholstered furniture	1st & 3rd Monday of the month	1st & 3rd Tuesday of the month	1st & 3rd Thursday of the month	1st & 3rd Thursday of the month
Vacuum drapes	N/A	N/A	N/A	N/A
Clean Ovens	1st Sunday of the month	1st Sunday of the month	1st Sunday of the monthe	N/A
Shampoo Carpets	1st Sunday in March/Sept	1st Sunday in March/Sept	1st Sunday in March/Sept	N/A

6/8/2021

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## AVAILABLE WORKING HOURS FOR JANITORIAL SERVICES BY LOCATION

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
CITY HALL 7822 Walker Street	10 p.m. <i>to</i> 7 a.m.	All Day	All Day	All Day			
POLICE DEPTARTMENT 7792 Walker Street	10 p.m. <i>to</i> 7 a.m.						
COMMUNITY SERVICES 7821 Walker Street	10 p.m. <i>to</i> 7 a.m.	2 a.m. <i>to</i> 7 a.m.	2 a.m. <i>to</i> 7 a.m.	12 a.m. <i>to</i> 7 a.m.			
CENTRAL PARK RESTROOMS 7821 Walker Street	10 p.m. <i>to</i> 7 a.m.	2 a.m. <i>to</i> 7 a.m.	2 a.m. <i>to</i> 7 a.m.	All Day			
CITY YARD OFFICE 8415 Meadowlark	6 p.m. <i>to</i> 7 a.m.	All Day	All Day	All Day			

# **CITY OF LA PALMA**

# APPROXIMATE BUILDING AREAS FOR CITY FACILITIES

Building	Building Name & Address	Approximate Area (Square Feet)	Remarks
Α	City Hall 7821 Walker Street	7,510 SF	Includes Council Chamber
В	Police Department 7792 Walker Street	6,903 SF	Excludes Fire Dept & Storage Rooms
С	Recreation & Community Services Four (4) Buildings 7821 Walker Street	11,497 SF	Four separate buildings, excludes storage & electrical rooms
D	Central Park Restroom 7821 Walker Street (north side of Tennis Courts)	570 SF	
Е	Public Works City Yard Office 8415 Meadowlark Lane	1,130 SF	Includes office, lunch room & restroom areas
	TOTAL BUILDING AREAS	26,610 SF	

<sup>•</sup> The building areas are approximate only; bidders may measure floor areas for exact square footage.

Janitorial Bid 2021