City of El Segundo

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS (RFP)
CUSTODIAL SERVICES

BID NUMBER:	20-01
BID TITLE:	Custodial Services
REQUESTING DEPARTMENT:	Public Works
RELEASEDATE:	February 25, 2020
DUE DATE:	**April 3, 2020 at 3:00 PM PST**
CONTACT PERSON:	Jasmine Allen, Senior Management Analyst
EMAIL:	jallen@elsegundo.org
PHONE:	310.524.2365

Notice is hereby given that the Office of the City Clerk of the City of El Segundo will receive proposals for Custodial Services. Each response must be submitted in a sealed envelope and clearly marked **"RFP #20-01 Custodial Services". Failure to identify the proposal on the envelope may result in the proposal deemed as non-responsive and not considered for evaluation.**

Sealed proposals must be submitted to:

City Clerk
350 Main Street
El Segundo, CA 90245

Responses received after the deadline will be considered late. Such responses will be returned unopened. Emailed or faxed proposals are not acceptable.

Timely responses, as noted above, will be provided to the Public Works Department for evaluation and subsequent recommendation to City Council for award of a contract. The City reserves the right to make no award.

SECTION I - INSTRUCTIONS

Instructions to Bidders/Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of El Segundo, California. The word "Bidder", "Proposer", "Vendor," Supplier," or "Contractor" means the person, firm/expert, or corporation submitting a proposal on these specifications or any part thereof.

Filing Date
All proposals must be received at or before the time indicated above. This RFP and all forms and exhibits are available online at https://www.elsegundo.org/government/departments/city-clerk/bid-rfp, or directly via email from Senior Management Analyst at jallen@elsegundo.org.

Proposal Submission
All proposals, whether accepted or rejected, shall become the property of the City upon submission. Proposers shall provide five (5) complete paper copies and one (1) electronic copy of the proposal on a flash/thumb drive in PDF or Word format. The naming convention for the file is "Bid No. 20-01 for Custodial Services - company name".

Inquiries
All inquiries concerning this RFP must be directed in writing to Jasmine Allen, at jallen@elsegundo.org. **All inquiries must be received by 3:00 PM March 18, 2020.** All responses to all questions from all Proposers will be posted on the City's website by 5:00 PM on March 24, 2020.

Reservations
The City reserves the right to reject any and all bids received; to take all bids under advisement for up to 120 days after opening; to waive any informality on any bid; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received.

Bid Form
- No verbal, telephone, email or facsimile bids will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposer and include the Proposer's complete address. If it is made by a firm/expert, it must be signed with the co-partnership name by a member of the firm/expert, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- The phraseology of the bid must not be altered in any way.

Proposal Instructions
In the preparation of this RFP, the words "Bidder," "Offeror," "Proposer" or "Contractor" may be used interchangeably. To receive consideration, proposals shall be made in accordance with the following general instructions:
1. Bidders are responsible for ensuring that proposals are submitted to the City Clerk's office by the proposal due date and time.
2. No verbal or telephone proposals will be considered. Late proposals will not be considered and may be returned unopened to the proposer.
3. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the City, including all terms and conditions contained within this RFP.

Acceptance of Conditions
By submitting a bid proposal, each bidder expressly agrees to and accepts the following conditions.
a. All parts of the Instructions to Bidders and Specifications will become part of the contract between the selected bidder and the City.
b. The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to perform this contract.
c. The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications.
d. The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding, and conclusive.

Definitions
The words defined in this Section shall have the meanings set forth below whenever they appear in this RFP, unless: (a) the context in which they are used clearly requires a different meaning; or (b) a different definition is prescribed for a particular "Part" or provision.

Addenda - written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Amendment - method of changing the terms and conditions or requirements of a contract beyond what is specifically allowed by the contract.

Award - the acceptance of a bid, offer, or proposal by the proper authority.

Bidder, Offeror, Proposer, Vendor – the responding party who submits a response to an invitation for bids.

City – The City of El Segundo.

Contractor – Usually refers to the successful vendor to whom the contract is awarded. However, it could also refer to a Bidder, Proposer or Vendor.

Brand Names or Equal Specifications - specifications limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the City's requirements and which provides for the submission of equivalent products.

Brand Name Specification - a specification limited to one (1) or more items by manufacturers' names or catalogs.

Change Order - written order issued on or after the effective date of the agreement to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs, incorporate requirements to expand or reduce the scope of commodities or services ordered, or to

meet unforeseen field, regulatory or market conditions; or a written order authorized by the proper authority, authorizing additions, deletions or revisions in the work or an adjustment on the contract price at times in accordance with the change order clause of a construction contract and signed by City and Contractor.

Contractor's Representative - An individual designated by the bidder or Contractor to act on its behalf and with the authority to legally bind the bidder or Contractor concerning the terms and conditions set forth in bid and contract documents.

Cure Letter - A letter sent to the Contractor as a result of poor performance or for failure to comply with the requirements outlined in these specifications. Typically, the Contractor has 30-60 days to comply or face termination of the contract for cause.

General Services Manager - The City's designated person who has overall responsibility for the maintenance and improvement of City facilities and related structures.

Facilities Maintenance Supervisor - The City's Facilities Maintenance Supervisor reports to the General Services Manager and is directly responsible for the day-to-day operations of the custodial services contract, and ensures compliance with the cleaning schedule and requirements. The Facilities Maintenance Supervisor is the first echelon in resolving issues between the Contractor and the City regarding contract performance.

Purchasing Agent - The Purchasing Agent is responsible for the execution of any written Change Orders. The Facilities Maintenance Supervisor is responsible for furnishing the Purchasing Agent, in an accurate and adequate fashion, the information pertinent to the contract. When requested, such information shall be furnished in writing to the Purchasing Agent who shall have the authority to decide the final form and content of the request and to resolve any questions or conflicts arising with respect thereto.

SECTION II – PROPOSAL REQUIREMENTS

Purpose

The City of El Segundo is seeking custodial services from qualified and insured firm(s) to service approximately 140,000 square feet of City-owned facilities. Details for the Scope of Services are provided in Exhibit A, and a Site Map is provided in Exhibit C. The successful Contractor must be duly licensed in accordance with all Federal, State, Agency, and local laws governing the custodial industry and must demonstrate the ability to provide and maintain administrative, operational, and logistical support for the City.

Custodial services shall ensure the facilities are maintained in a condition that is clean, safe and healthy for staff and the public, according to the purpose they serve, based on a traditional "sight, smell, and touch" perspective.

Proposal Format and Content

Proposers must follow the prescribed format. Do not include any extraneous or marketing material. Proposals shall include sections in the same order and format shown below, and shall not have

more than 20 double-sided pages. Covers, dividers and resumes shall not be included in the page count.

Cover Letter (please include the following)

1. Legal name and address of the custodial business
2. Address where contract will be housed
3. Website address of the business, if applicable
4. Signature of the individual authorized to bind the business contractually
5. Confirmation of the receipt of the RFP and all the addenda thereto
6. Statement that the proposal is valid for a 120-day period from the proposal due date
7. Name, title, address, telephone number and e-mail address of the individual to whom correspondence and other contact should be directed during the RFP and selection process

Profile – Brief, general overview of custodial services business including understanding of the Scope of Work required.

Experience – Provide firm's experience since 2010 with similar agencies and/or facilities, and adherance to federal, state and local regulations and labor laws.

Qualifications - Qualifications to provide custodial services including, but not limited to, certifications, licenses, training, knowledge of industry standards. Describe what sets the Company's services apart from others including staff recruitment efforts.

Methodology and Work Plan – Detailed plan of how company will carry out the Scope of Work in order to achieve the cleaning standards desired. Include a list of the biodegradable and environmentally-friendly products used when providing the services.
Training Programs – describe all training programs provided to custodial staff.

Benefits – enumerate any benefits provided custodial employees (i.e., medical, vacation, sick leave, etc.) and details if employee or employer paid.
References - Provide three local government agencies or businesses with similar facilities in which custodial services have been provided, or are currently being provided, since 2010. Include contract dates and value; and contact name, phone and email address. These references will be checked and may affect the award of the contract. The City of El Segundo reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

Cost – Cost proposed to perform the Scope of Work utilizing attached Pricing Sheet (Exhibit E).

Proposal Preparation Costs
The City will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. Further, the request does not obligate the City of El Segundo to accept or contract for any expressed or implied services.

Proposal Reservations
The City reserves the right to:

- Request any company or firm submitting a proposal to clarify its proposals during the selection phase;
- Negotiate the project plan and reasonable costs with the selected vendor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

Pre-Proposal Meeting
A non-mandatory pre-bid meeting will be conducted at Human Resources Conference Room, 350 Main Street, El Segundo, CA 90245 on Wednesday, March 11 at 9:00AM PST. However, prospective respondents are encouraged to attend to ensure they fully understand the requirements specific to the City of El Segundo's facilities.

Pre-proposal Site Inspection
It is the bidder's responsibility to examine locations of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of the site conditions, or misunderstanding of the specifications or contract provisions.

Unescorted review of the facilities is not allowed. If needed, proposers can set up a job walk of all buildings with Facilities staff by contacting jallen@elsegundo.org.

Each proposer should become familiar with any local condition that may in any manner affect the work to be done and the equipment, materials, labor and services required. The proposer is also required to examine carefully the specifications and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. Proposers are cautioned that no modification or any changes will be allowed in the pricing due to failure of proposer to have visited the site or have not attended the pre-proposal meeting.

Qualifications
Prospective Contractors must prove to the City that they are qualified, fully equipped and capable to fulfill and abide by the requirements listed herein.
Proposals will only be accepted from firms that have service, administration and warehouse facilities located within 50 miles from the City of El Segundo to provide local service support.

The City shall be assigned company representatives who can be reached during normal working hours, and is authorized to discuss matters and make decisions pertaining to the contract.

Contractor must disclose any pending or past claims, labor law violations, etc. within the last five (5) years in the attached Claims Disclosure form (Exhibit D). Failure to identify these may be grounds for rejection of proposal.

The City reserves and shall be free to exercise the right to evaluate the proposal in relation to performance record of proposer with the City itself, other municipal corporations, or private

organizations showing firm's experience since 2010 with similar agencies and/or facilities. Such precautions are deemed to be in the public interest inasmuch as Contractor failure or inability to provide the services described – for financial reasons or others - can create health situations and impose unnecessary hardship on the City and the public at large.

Proposer represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

The selected Contractor will be required to meet with the Public Works Director, staff, and potentially end-users. The following personnel will be required to attend the meeting: an officer of the company, the manager responsible for the service delivery, an accounting/billing representative, and the actual service supervisor who oversee the staff physically responsible to provide the services on-site.

SECTION III - STANDARDS

Contract and Insurance

The Bidder to whom the award is made will be required to enter into a written contract with the City. A copy of the vendor's proposal and the RFP will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

No agreement shall be binding upon the City until a written City Agreement is completely executed by the Contractor, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the offer. Exhibit B provides a sample of the City's Standard Agreement and insurance requirements.

Labor Standards

The City is committed to the highest labor standards and expects the Contractor to do the same. Past experience has shown that Contractors who provide custodians with decent wages and health care tend to have longer employee retention, which in turn enhances safety and productivity.

The City desires that full-time staff be assigned to the maximum extent possible to ensure consistency in quality and staffing. In order to use part time employees, Contractor must demonstrate the necessity to use non-full time employees based on staffing efficiency or the City's requirements.

Bidders must comply with all federal, state and local labor laws as they pertain to sick leave (California AB1522), as well as the provisions of the Family and Medical Leave Act and California Family Rights Act (FMLA/CFRA) of 2020. It is the responsibility of each Bidder to verify whether

employees are entitled to any sick leave, including part-time and full-time employees prior to submitting a proposal. Vendors must include the cost of these programs in their bid. The City will not retroactively reimburse the Contractor for any overhead charges if the Contractor failed to investigate these requirements, and the Contractor shall bear the cost for such oversight. Employees must be informed of their rights under the California Sick Leave Act through annual distribution of Notice to Employees handouts. The Contractor must display a FMLA/CFRA Notice to Employee poster in a conspicuous place at each contract work-site where contract employees can see it.

Non-Discrimination

Neither the Contractor nor the City shall discriminate against any employees on the basis of race, color, religion, national origin, age (40 or older), gender, disability, genetic information , union or non-union membership, as well as any other protected class identified by law, or for reporting any labor, wage or discrimination violations to the governing agency.

Labor Enforcement Remedies

If Contractor fails to comply with the requirements of labor law, the City shall have the rights and remedies described in the Contract and remedies provided by law or equity. These rights/remedies may include the following:

• Report the violation to the proper governing state or federal regulatory agency;
• Withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the City;
• Assess liquidated damages from any payments otherwise due the Contractor based;
• Terminate the Contract; and/or
• Debar Contractor from the award of future City contracts for a period of time consistent with the seriousness of the breach. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the City may impose a longer period of debarment up to and including permanent debarment.

Ghosting

Ghosting is defined as bidding to provide a set amount of cleaning hours but then speed up production to increase company profit when custodians are given less hours to clean the same space, compromising both quality of service and health & safety; such practices are not acceptable. Vendors must provide the actual number of custodial staff proposed and agreed to by the City. Furthermore, Contractor shall ensure that custodial staff are given the necessary rests and meal breaks, as required by federal and state labor laws.

Exploitation and Manipulation

Abuse of labor laws or any of the following will not be acceptable:

1. Worker's Compensation: Contractors shall purchase and maintain during the term of the contract sufficient workers' compensation insurance for all of its employees, not just for a few or for "administrative employees" only, in the amounts required by law.
2. Rampant Federal, State and Local Labor Law Violations such as not allowing sufficient time for breaks or meals for employees, requiring employees to work past eight hours without overtime, unpaid wages for overtime, failure to pay employees in a timely fashion shall not be tolerated.

These types of abuses may be grounds for termination of the contract, in addition to any penalizing action that may be imposed by state or federal regulatory agencies.
3. Contractor shall ensure that employees are paid their due wages in a timely fashion, including overtime. Contractor must also ensure that all eligible custodial personnel assigned to the City must receive California State Sick Leave, in accordance with AB1522.
4. The City will not condone the practice of making custodial staff (including supervisor) pay out-of-pocket for cleaning supplies, fuel, tools, mileage or other materials for failure by the Contractor to provide these items. Contractor must ensure that custodial staff has adequate supplies, equipment and transportation (between facilities) at all times.

Patent Rights
The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be setup for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

Errors/Omissions
The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Proposal. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

Debarment Policy for Grant Funded Purchases
Contractor guarantees that it, its employees, Contractors, sub-contractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must, within 30 calendar days, advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction
1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

Monitoring and Auditing
To ensure compliance with the terms of the contract and labor laws, the City shall reserve the right to audit or inspect the Contractor's records. Items subject to inspection or audit include, but not limited to:
• Quarterly auditing of payroll records and time sheets
• Unannounced worksite inspections for employee interviews
• Establish a penalty structure for non-compliance
• Employer submit copy of Cal/Osha 300 log
• Employer submit copy of injury and illness prevention program
• Employer submit copy of HR/personnel manual

Staffing
All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under their sole direction and not an employee or agent of the City. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on City property is not in the best interest of the City. This includes supervisory staff who violate labor laws, abuse of authority or the terms of the contract. Appropriate procedures must be followed to remove an employee at the request of the City. Removal must be coordinated with Maintenance Manager and Purchasing Agent, and not arbitrarily requested by a City employee. The Contractor shall institute written procedures on disciplinary matters for employees, and ensure that disciplinary actions and substandard performance are properly documented. A copy of such manual or procedures must be included with proposals. Written procedures should also be written in a language – other than English – for those employees who do not have sufficient command of the English language.

Financial Soundness
The City will only consider proposals from companies or firms which have the financial ability to execute this contract. The City reserves the right to request certified financial statements for the past two years (2018 & 2019). The City will maintain the confidentiality of balance sheets and income statements, and they shall not be subject to public information disclosure.

Contractor Responsibilities
1. Provide competent supervision. The Contractor shall be responsible for the quality of work of their employees. The Contractor shall be responsible for the supervision and direction of the work performed by their employees and shall provide a supervisor to perform quality control for the various shifts.

2. The Contractor shall provide trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract. Each supervisor shall be capable of verbal and written communication in the English language and shall be capable to effectively communicate with the service workers. In addition, staff working without a supervisor on-site shall be capable of understanding basic directions in English.

3. The Supervisor shall have the authority to act as agent for the Contractor in their absence. The Supervisor must be familiar with the requirements of this contract and be able to make sure all contracts specifications are followed.

4. The Supervisor shall conduct a daily inspection and evaluation of all assigned areas of work, note all discrepancies, assure they are corrected, and monitor service workers to ensure they are performing assigned tasks. Supervisor will ensure all required doors are locked after rooms are cleaned each shift. The Supervisor shall complete and provide a daily digital or written inspection report to the designated City contract manager. The report shall contain all the tasks required and shall be unique for each site and include all rooms, halls, restrooms, etc. This may eventually be in the form of a City designated app. or one provided by the Contractor. If Zonar GPS or other touch-tracking systems are used, then the City reserves the right to require the Contractor to employ such a system. The City will provide the hand held device, which the Contractor will be responsible for keeping secure and in reasonable condition. Reports will be generated for all specialized, deep cleaning or seasonal work as well. The City will work with the Contractor to develop comprehensive reports for each site.

5. The Supervisor shall not double as a working employee as experience has shown that with all the sites, distance between sites and employees to manage, this is not a viable use of the Supervisor.

6. Contractor(s) shall at all times enforce strict discipline and good order among employees. No children, friends, or relatives, or a person not employed and assigned to work site, are allowed on the premises. Unauthorized use of City property or a City employee's property is prohibited. Employees may use City break rooms during their designated breaks and meals; however, they need to clean up after themselves.

7. Contractor shall not use employees of any temporary employment agency. Only actual employees of the Contractor or authorized sub-contractors are to be used with prior approval from the City.

8. Authorized sub-contractors may be used for certain specialized tasks such as window washing, floor work, pressure cleaning etc. Proposers should submit a list of any sub-contractors prior to award, for approval by the Contract Administrator.

9. All Contractors' personnel must wear distinctive and neat appearing uniforms with vendor's company name. Contractor's personnel must wear photo IDs. Sub-Contractor personnel must have photo ID and meet the same security requirements and uniform standards as the primary Contractor in all respects. Contractor's personnel will not be allowed on the job site without photo ID.

Background Review

All Contractors' personnel, including those who perform specialized tasks, must be fingerprinted via Livescan and have no criminal record five (5) years prior to working at City facilities.

The costs of background checks and ID cards will be the responsibility of the Contractor and need to be included in the proposed price. Employees that are needed to fill in for absent or vacationing employees shall be properly cleared and ID's provided in the same manner, subject to approval by the City.

Contract Term and Cost Adjustments
The initial contract term will be for three (3) years from the time of inception. By mutual agreement between the City and the Contractor, the contract may be renewed for two (2) optional one-year renewal terms, for a maximum contract period of five (5) years from the start date. The renewal options will be based upon the Contractor's performance evaluation described in the Specifications Section of this RFP. Subsequent contract renewal prices or rates shall be guaranteed for a minimum of twelve (12) months.

An annual increase will be applied to the base bid rates for services. The increase shall be based upon the year-over-year increase in the Consumer Price Index, All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim areas, or 3%, whichever is less, unless Federal, State or local mandates require increases greater than 3%.

Termination for Default
The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the Contractor by the Purchasing Agent. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

Termination for Convenience
The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the Contractor as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

Pricing
All prices, terms and conditions for the contract period shall remain firm for the initial 12 months of the contract, in accordance with the pricing sheets submitted with the proposal. Starting salary for new full-time custodial staff shall be no less than the California minimum wage. Existing custodial staff under the current Contractor are protected under the Custodial Displacement Act and must be paid at their current hourly rates until the next scheduled California minimum wage increase. Any staff (such as lead worker or day porter, etc) earning a higher hourly rate must be maintained at the same hourly rate differential throughout the term of the contract.
Pricing on proposals shall be sufficient to pay all applicable Federal and State withholdings, workmen's compensation, custodial staff mileage reimbursement (at the current IRS rate for the

Los Angeles area) if no company vehicle is provided to travel to and from City facilities; as well as any sick leave that may be required under California Assembly Bill 1522 (AB1522). Custodial staff uniforms, chemicals, equipment, overhead and profit must also be included.

Invoicing
Detailed invoices shall be submitted monthly or 4 week billing cycle with breakdown mutually agreed by the Contractor and the City. Careful attention shall be given to each invoice to ensure that invoices reflect only those services actually performed during the billing period are listed. For instance, if services for facilities are to be performed only during certain months of the year, the invoice should be adjusted accordingly. The City will not pay for any services not performed, and listing non-performed services on the invoice will only delay payment.

All Invoices shall be remitted to:

City of El Segundo Public Work Department
Attn: General Services Manager
150 Illinois Street
El Segundo, CA 90245

Additional Requirements
All work must be self-performed (no subcontracting). All employees must be reported properly (no classifying as 1099 independent Contractors).

Should the prime Contractor substitute a sub-contractor for any of the responsibilities or obligations covered under the custodial service contract without the prior written approval of the City, such substitution without City's consent will be grounds for termination of the prime contract.

All custodial staff, including supervisor, must have a legal right to work in the United States. The City requires all custodial staff to wear vendor-supplied and vendor-paid apparel that identify them while working on City premises. Apparel must identify company and individual's name. The Contractor's supervisory staff must wear easily recognized company apparel that identifies them as a supervisor. The City requires the supervisor to have a vendor-supplied smart phone at all times.

In addition to photo ID badges, all Contractors' personnel must also wear distinctive and neat appearing clothing that displays the vendor's company name and identifies them as janitorial staff at all times while working in City facilities. Contractors' personnel must refrain from the use of any City of El Segundo telephones, photocopy machines, fax machines, computers or other equipment in the office.

The Contractor will use "hospital grade" type cleaning products such as "P & G Professional Cleaning Program" or an approved equal for the required cleaning. A list of products that the vendor will use shall be made available for approval by the City. Additionally, only soapy water shall be used on the exterior of the fish tank to ensure the longevity of the tank in the Children's areas of the Library. The Contractor shall provide MSDS sheets for all cleaning products being

used to the Building Maintenance Supervisor at the beginning of the contract term. The Contractor shall update the MSDS sheets annually for the duration of the contract. The Contractor will be responsible for supplying all the restroom and employee lounge supplies such as paper towels, air freshener, toilet paper and liquid, anti-bacterial hand soap. Additionally, the Contractor is responsible for all janitorial supplies and equipment necessary to properly perform the work specified above. These supplies and equipment consist of, but are not limited to, mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax, wax machines, shampoo or steam cleaning equipment, and commercial grade approved disinfectant. Contractor shall use a fragrant air freshener in the employee rest room; unscented or lightly scented products are to be used in all other areas of the office. Please note that limited space is available for contractor to store basic equipment and supplies on site.

SECTION IV - TECHNICAL SPECIFICATIONS

Services not included

• Laundry services
• Unclogging of toilets or drains other than with a plunger.
• Plumbing or other maintenance services o Exception: If possible, locate and shut off local water valves for faucets and other plumbing fixtures in the event of localized plumbing failures is required.

Training and Safety:

Contractors, at their own expense, shall provide each of their employees who will be working on the job site, with the training needed to safely and competently perform the services required by this contract, including any requirements for Green Cleaning.

The Contractor must be familiar with all applicable Federal, State, City, City and Local Laws, Regulations or Codes and be governed accordingly as they apply to this service and must be aware of the safety standards concerning materials used. The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers. Contractor shall maintain a copy of Material Safety Data Sheets (MSDS) on-site for chemicals and cleaning products used.
The Contractor shall notify City staff if practicable, of any condition it may become aware of which may adversely affect the safe operation of the facility, the correction of which is not within the Contractor's control.

The Contractor and its' staff shall communicate only with designated City representatives regarding project scope, performance issues and other applicable details. Contractor's custodial staff are not to discuss, communicate or accept any directions from City employees, other than the designated City representative, who will communicate to the Contractor any special instructions or requirements.

The Contractor's area service manager and on-site supervisors and backup personnel who will be performing service for this contract must read and be familiar with the requirements of this contract.

Contractor employees shall be trained in accident prevention and provide caution signs necessary to warn persons of unsafe conditions.

The Contractor shall be obligated to ensure employees are trained and medically cleared to perform any work that is called for under this contract. The Contractor shall also be required to assess the need for, and provide their employees personal protective equipment (PPE) as required.

The Contractor must document all training for each employee. The record shall show, at a minimum, the employee's name, date and type of training provided. A copy of the training records must be made available to the City upon request. All chemicals brought on-site shall be purchased by the Contractor and stocked in closets in their original containers. The chemicals shall remain in their containers until diluted or mixed for use. All solution bottles and spray bottles shall be in safety containers, which are safe for handling and their intended use. All containers must be properly labeled by the manufacturer or have a photocopy of the label from the chemical container affixed to the container.

Cleaning Procedures

In the implementation of this contract vendor will develop and implement procedures to avoid exposure of building occupants to potentially hazardous chemicals that adversely impact air quality. Proposer shall minimize cross-contamination of regularly occupied areas by chemical pollutants. In accordance with contract specifications regularly maintain permanent entryway systems (grills, grates, walk off mats etc.) to capture dirt, particulates, etc. from entering the building at all high volume entryways. Where chemical use occurs (including housekeeping storage areas) maintain practices to ensure that chemical contaminates are adequately dispersed without entering occupied areas. Ensure that drains plumbed for appropriate disposal of liquid waste are used where water and chemical concentrate mixing or disposal occurs to provide environmentally appropriate disposal of liquid waste. When performing maintenance cleaning, custodians should use as little cleaning product as possible to effectively clean the area. When using deep-cleaning products, custodians should carefully apply a minimal amount of the product and allow time for the product to work rather than applying additional product.

Cleaning Activity Specifications

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The cleaning activities are defined in Exhibit A (Scope of Service) outlining the level of service required for each type of building area.

A. Receptacles

All trash and paper shall be removed and collected at the Dumpster sites according to the schedule.

1. Receptacle Emptying and Cleaning

All interior trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The Facilities Maintenance Supervisor shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Trash shall not be allowed to blow around grounds by the dumpsters. Spills resulting from collection process shall be promptly cleaned.

2. Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified with the on-site supervisor.

3. Receptacle Cleaning and Disinfecting

On an as needed basis, trash receptacles shall be thoroughly cleaned inside and out, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished according to schedule to ensure adequacy of supplies and hygienic condition of restrooms.

1. Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.

Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

2. Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

3. Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches.

Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

4. Tile De-scaling

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

5. Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

6. Vinyl Tile Floor/Wall Cleaning Vinyl tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution per schedule. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

7. Restroom Supplies. Restrooms shall be serviced according to schedule and as frequently as necessary to ensure sufficiency of supplies and hygienic condition. Extra supplies (i.e. toilet paper) shall be left when necessary to ensure ample supply between cleanings. Hand towels, soap, toilet

tissue and toilet seat covers, shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleanings.
Sanitary napkin and tampon disposal containers shall be emptied daily and sanitized per schedule

C. Floor Maintenance
1. Sweeping/Dust Mopping
Floors shall be swept or dust mopped according to the schedule to present a clean and orderly appearance at all times. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, and other places accessible to the broom or dust mop.
2. Removing Gum/Tar, Etc.: Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.
3. Spot Mopping: According to the schedule and as needed, spills, spots and stains shall be damp mopped to ensure a uniform clean appearance. Spilled materials must be cleaned immediately to prevent damage to floor finishes. If practical, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.
4. Mopping: Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.
5. Stripping and Refinishing: This procedure shall be employed according to schedule to remove accumulations of dirt, finish, scuff marks, discoloration, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to original position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coat of slip-resistant floor finish. If separate sealer and finish coats are applied, allow adequate drying time between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED.
Finished or refinished floors shall present a uniform shine and shall not have buildup or finish along edges or in corners. Overlapping finish marks shall not be apparent.

D. Carpet Care
Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.
1. Vacuuming: Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments.
Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved and replaced. Carpets shall be free from lint and debris.
2. Spot Cleaning: Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. The type of cleaner used shall not cause fading or discoloration. Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water-marks,

etc. Indelible stains, which cannot be removed by spotting and shampooing, shall be reported to the Facilities Maintenance Supervisor. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.
3. Shampooing: This procedure shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of approved method to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. The City shall give the Contractor at least one week notice prior to shampooing carpets except under extreme circumstances. Signs must be posted at least forty-eight (48) hours prior to the scheduled work. The Contractor is responsible for placing sufficient fans to allow the carpet to properly dry before the area is occupied. Chair mats or similar items shall not be placed on damp carpet. Carpets damaged due to improper drying procedures shall be replaced at the Contractors expense.

E. Horizontal Surface Cleaning
Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 84” or about in height) that comprise the furnishings and structures of the facility including, but not limited to office furniture chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, computers, telephones, etc.
NOTE: Unless requested, objects (books, papers, pens, pencils, partially filled or empty beverage containers, files, etc.) on horizontal surfaces (including floor) should not be moved to accomplish cleaning. If requested, the City employee is responsible for clearing any materials and returning them.
1. Spot Cleaning: Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, smears, spills, etc. and shall present a uniformly clean appearance.
2. Dusting: Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.
3. Damp Wiping: Damp wiping or washing of horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the original position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

F. Vertical Surface Cleaning
Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 84” or about in height) that comprise the furnishings and structure of the facility and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

G. Wall Scrubbing
This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from dirt, splashes, soap residue, fingerprints, etc. and shall present a uniformly clean appearance.

H. Baseboard Cleaning
Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc. Care shall be taken when vacuuming that marks are not left on the baseboards and shall be cleaned immediately if staff does bump and leave marks.

I. Drinking Fountain Cleaning and Disinfecting
Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the custodial supervisor. Wall areas around the fountains shall be free from water spots and streaks.

J. High Dusting/Cleaning
High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 84” or about in height) or special, long reach cleaning device which comprise the structure and furnishing of the facility and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. shall be cleaned according to schedule. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.
1. Cleaning Vents, Grills, Etc.
Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents. Cleaned vents, grill, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
2. Cleaning Light Fixtures/Filters
Light fixtures/filters (egg crates, diffusers, etc.) shall cleaned or dusted using appropriate cleaning methods without disassembly of any fixtures. Care shall be taken to prevent cracking or breakage.

K. Cleaning Window Coverings
Window coverings shall be cleaned according to schedule. Care shall be taken to prevent damage.

L. Window/Glass Washing Service Requirements
1. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at each facility according to schedule.
2. The Contractor shall wash and dry both the inside and outside according to schedule window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof.

3. The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.
4. Acids or acid-base products shall not be used for cleaning windows/glass.
5. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

M. Stairwell Cleaning
Stairwells shall be cleaned according to schedule. Stairwells shall present a uniformly clean appearance.
1. Stair Step Riser and Threshold Cleaning
Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup of finish or accumulations of dirt in layers of finish.
2. Hand Rail Cleaning
Hand rails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt and smears.

N. Urgent Custodial Services
Urgent services may include, but are not limited to cleaning up spills, leaks, breakage and bio-hazard cleanup which requires special handling. Bio-hazard may include blood, urine, fecal matter and vomit. In the case of urgent services where additional staff or redeployment of on-duty staff is required, the City Facilities Maintenance Supervisor must notify the Contractor's supervisor.

O. Additional Work
If there's a requirement for any work over and above the regular scheduled cleaning, it will be performed at an additional cost to the City. The Contractor will be provided a minimum of one calendar weeks' notice.

Performance Discrepancies
Substantial cleaning discrepancies reported by the City's Facilities Maintenance Supervisor to the Contractor must be corrected by the next scheduled cleaning day, or sooner, if determined by the City that item(s) need immediate corrective action. Continued discrepancies will be brought to the attention of the Contractor through a Letter of Cure, and may be grounds for cancellation of the contract if the problem persists.

Reporting
Contractor's custodial staff should report to their on-site supervisor any broken or loose fixtures or furniture within their cleaning area. The on-site supervisor should report these items to the City's Facilities Maintenance Supervisor.

SECTION V – SELECTION PROCESS

Evaluation of Proposals
A panel comprised of City staff will review all proposals received in compliance with the deadline to ensure responsiveness to the requirements of the RFP as set forth herein. Failure to meet the requirements may be cause for rejection of a proposal. The evaluation panel will review and rank the proposals based upon the 'Ranking Criteria' table, and then re-rank the proposals in consideration of the Cost Proposal and overall value of the proposed services.

The top-rated Contractors may be requested to come to an interview with the evaluation panel, who will determine the final rankings. The ultimate scope of work, schedule, and fee will be negotiated with the top-ranked firm, resulting in a recommended contract award by staff to the City Council. The successful bidder is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any bidder. If an agreement cannot be reached with the top-ranked firm in a reasonable amount of time, negotiations may begin with the next highest-ranking firm until an agreement is reached.

Ranking Criteria:

Proposer Name (alpha)	**#1**	**#2**	**#3**	**#4**
Qualifications and experience in providing custodial services (35)				
Demonstrated resources (30)				
Reasonableness of cost (25)				
Conformance with the terms of this RFP (10)				

Anticipated Schedule
Tuesday, February 25th - RFP released
Wednesday, March 11th @9AM - Pre-proposal meeting in City Hall – 350 Main Street, Human Resources Conference Room. **Attendance is recommended, but is not mandatory.**
Wednesday, March 18th by 3PM PST – Last day to submit questions
Tuesday, March 24th – Responses to questions provided
Friday, April 3rd - Proposals due by 3PM PST
Wednesday, April 15th – Interviews of top firms, if required. Selected firms will be notified by Thursday April 30th
May 19th - Contract Award by City Council

Notes
Addendums may be issued during this procurement process; however, none will be issued fewer than three (3) working days prior to the proposal due date.

Any and all questions shall be posed solely to Jasmine Allen via email: jallen@elsegundo.org. Questions and answers submitted after the Pre-proposal Meeting will be shared with all proposers that have provided email contact information to Jasmine Allen.

Attachments

Scope of Services (Exhibit A)
Sample City Agreement and Summary of Insurance Requirements (Exhibit B)
City Facility Custodial Site Map (Exhibit C)
Claims disclosure (Exhibit D)
Pricing Sheet (Exhibit E)

EXHIBIT A

CUSTODIAL CONTRACT SCOPE OF SERVICES FOR CITY OF EL SEGUNDO BUILDING FACILITIES

PW 20-01

PROJECT LOCATION:

The project consists of providing custodial/janitorial services at eighteen (18) locations throughout the City of El Segundo, which include the Library, City Hall, Police, Recreation Park facilities, Wiseburn Aquatic Facility and the El Segundo Lifeguard Station as described in detail on the following pages.

SCOPE OF SERVICES

It is the intent of these specifications to provide for the inclusion of all labor, materials, equipment, protective measures, tools, transportation means and supervision necessary for the custodial/janitorial services described in the following Scope of Work.

I. SCOPE OF WORK

Contractor shall supply all labor, material, equipment and supervision of reliable crews experienced to provide custodial/janitorial services described herein. The locations, areas to be cleaned and hours of access for each location vary according to Table 1. The City reserves the right to add or remove locations and to change the work hours or shift schedule. The contractor shall be notified at least one (1) full week prior to any such changes.

Annual Service shall be completed for all facilities listed below.
Table 1. Custodial/Janitorial services shall be provided for the following locations and/or areas according to the hours specified.

Map #	Location	Daily, Weekly, Monthly and Quarterly Service Locations	Hours	Approx. Area (SF)
1	Lifeguard Station 105 Vista del Mar	7 days weekly, Monday – Sunday, for 4 months annually, between May 23 and September 30 · Clean public restrooms four times daily total at 10:00 a.m., 1:00 p.m., 4:00 p.m. and 7:30 p.m. Close and lock the doors after the last cleaning at 7:30 p.m.	Between 8:00 a.m. and 8:00 p.m.	388
17	Wiseburn Aquatic Facility 2240 E. Grand Ave.	7 days weekly, Monday - Sunday · Office Area · Men's and Women's Locker Rooms/Restrooms and Showers	After 9:00 p.m. or before 6:00 a.m. the following day	2,000
15	City Maintenance Yard 150 Illinois St.	3 days weekly, Monday/Wednesday/Friday · Office areas, Hallways, Lunchroom · Men's and Women's Locker Rooms and Restrooms	After 6:00 p.m. or before 6:00 a.m. the following day	7,000
2	Urho Saari Swim Stadium (The Plunge) 219 W. Mariposa Ave	6 days weekly, Monday – Saturday · Upstairs Office · Lobby Locker Room · Upstairs Men's & Women's Locker Rooms/Restrooms and Showers · Sanitize and scrub tiles on Pool Deck (Monthly only)	After 9:00 p.m. or before 6:00 a.m. the following day	3,927

Table 1, page 2

Map #	Location	Daily, Weekly, Monthly and Quarterly Service Locations	Hours	Approx. Area (SF)
3	El Segundo City Library 111 W. Mariposa Ave	6 days weekly, Monday – Saturday · Office areas, Hallways, Lobbies and Conference Rooms · Restrooms · Lunchrooms · Elevator · Urns · Polish brass stair rails · Young People Library Area · Fish Tank · Technical Processing Area · Main Floor Public Areas · Book and Other Shelves · Mezzanine and Book Storage Area · Spot Cleaning of Windows throughout building Monthly only · Pressure wash Front Entrance, Stairs, Sidewalk and Entryway Pressure washing may occur during the daytime, on weekdays before the library opens, or on Sundays	Between 9:00 p.m. and 2:00 a.m.	15,643
12	Water Division Yard 400 Lomita St.	3 days weekly, Monday/Wednesday/Friday · Office areas, Hallways, Lunchroom, Conference Room · Men's and Women's Locker Rooms and Restrooms	After 6:00 p.m. or before 6:00 a.m. the following day	5,476

Table 1, page 3

Map #	Location	Daily, Weekly, Monthly and Quarterly Service Locations	Hours	Approx. Area (SF)
4	City Hall 350 Main Street	5 days weekly, Monday – Friday · Office areas, Hallways, Lobbies, Conference rooms, Lunchrooms · Spot cleaning of windows throughout building · (9) Restrooms · Elevator OTHER SERVICES: Clean, dust, vacuum, set up furniture, and set out drinking water in the Council Chambers prior to 7:00 p.m. for City Council meetings; prior to 5:30 p.m. for Planning Commission meetings, and prior to 6:00 p.m. for Parks Commission meetings. Wash, dry, and put away used dishes, utensils, etc. daily after City Council, Planning Commission and Parks Commission Meetings. Keep City Council kitchen area clean daily and put dishes away. Put all food and beverages away left in West Conference Room after City Council regular and special meetings, usually the first and third Tuesday of the month	City Hall Cleaning: Monday through Thursday after 6:00 pm Other Services: City Council Meetings: Set up before 7:00 p.m., first and third Tuesdays of the month; Planning Commission: set up before 5:30 p.m. second & fourth Thursdays of the month; Parks Commission: Set up before 6:00 p.m. third Wednesdays of the month	27,961
5	Police Department 348 Main Street	5 days weekly, Monday – Friday on the ground floor of the building only (no basement level work) · Offices, Hallways, Lobbies, Conference rooms, lunch rooms · Restrooms · Elevator	Monday through Friday after 4:00 pm	27,368
7,8,9	Recreation Park Restrooms 401 Sheldon Street	7 days weekly, Monday – Sunday · 2 Bobby Sox Field snack Bar restrooms · 2 Stevenson Field snack bar Restrooms · 2 George Brett Field Snack Bar Restrooms	Before 7:30 a.m. or after 10:00 p.m.	1,200
7	Gordon Clubhouse 300 E. Pine Ave	6 days weekly (Monday – Saturday) · Office Areas · All Areas on First Floor and Lower Level · All Restrooms on First Floor and Lower Level · Kitchen Area on First Floor	Before 7:30 a.m. or after 10:00 p.m.	10,644

Table 1, page 4

Map #	Location	Daily, Weekly, Monthly and Quarterly Service Locations	Hours	Approx. Area (SF)
8	Checkout Building 401 Sheldon Street	7 days weekly, Monday – Sunday · Office areas, Conference Room, and Kitchenette · Restrooms once daily September 16 – June 14 · Restrooms twice daily June 15 – September 15	Before 7:30 a.m. or after 10:00 p.m. daily Second cleaning of restrooms between 12:00 p.m. and 4:00 p.m. June 15 – Sept 15	2,016
9	Joslyn Center 339 Sheldon Street	7 days weekly, Monday – Sunday · Office Area, Kitchen, Library, Meeting Rooms and Hall · Restrooms	Before 7:30 a.m. or after 10:00 p.m.	7,010
10	Joslyn Elevator	7 days weekly, Monday – Sunday · Clean interior and exterior of Elevator	After 4:00 p.m.	100
6	Fire Station 1 314 Main St.	5 days weekly, Monday – Friday · Office Area, Kitchen, Meeting Room, Restrooms and Hallways · Spot cleaning of windows throughout building	After 6:00 p.m.	17,800
11	Teen Center 405 E. Grand Ave	6 days weekly, Monday – Saturday · Office Area and Rec Room · Restrooms	Before 1:00 p.m. or after 11:00 p.m.	5,480
13	Hilltop Park Pool	Summer – 7 days weekly plus special reservations beginning Friday of Memorial Day weekend and ending the last Sunday in September (Approximately 18 weeks) · 2 restrooms	Prior to 8:00 a.m. or after 8:00 p.m.	760
14	Camp Eucalyptus 641 California Street	3 days weekly, Monday – Thursday · Rec Room · Restrooms	Before 8:00 a.m. or after 10:00 p.m.	1,665
16	Campus El Segundo 2201 E. Mariposa Ave	7 days weekly, Monday – Sunday · Office Area · Restrooms	Before 8:00 a.m. or after 10:00 p.m.	1,210

Regular Daily Service includes but is not limited to:

- Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers on a daily basis.
- Clean all floors by sweeping and/or dust mopping, including halls and interview rooms. Damp mop all spots/stains as needed. Move and return furniture, chairs, etc to their appropriate location as needed for cleaning.
- Vacuum all carpeted areas. Spot clean or damp mop all spots/stains as needed. Move and return furniture, chairs, etc to their appropriate location as needed for cleaning.
- Clean all counters and display cases.
- Clean and disinfect the drinking fountain and all kitchen and bathroom sinks (dispose of all items left in the sink).
- Clean all marks, and smudges from the reception windows, counters, chairs, and other furniture in lobby areas.
- Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant.
- Damp mop lavatory floor areas with a germicidal solution.
- Spot clean walls around sinks, urinals and toilet bowls.
- Clean restroom mirrors and bright metal. Refill all soap, towel, air freshener, and paper product dispensers nightly. Dust the tops of the lavatory partitions.
- Wash entrance door glass and frames to remove hand marks and smudges.
- Remove and deposit trash in the designated containers daily. Empty recycle bins and shredders at each work station daily. Place all trash from buildings into designated areas outside of building for municipal collection.
- Remove all identified recyclable materials to the recycle bins.
- Leave written notice of any irregularities noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights, and breakage or damage to bulbs for the City's Building Maintenance Supervisor.
- Turn off all lights except those required and designated to be left on. Set automated alarm system upon completion of janitorial service where appropriate.
- Wash, dry, and store dishes, pots, pans, and kitchen utensils in designated cabinets after these evening meetings have ended:
    - City Council meetings (1st and 3rd Tuesday of the month)
    - Planning Commission (2nd and 4th Thursday of the month)
    - Recreation Park Commission meetings (3rd Wednesday of the month)
- Any questionable items left near trash cans are not to be removed unless clearly marked.
- Clean company logos and signs throughout all areas
- In the Young People's Library area, dust and polish with non-toxic cleaners (soapy water on Plexiglas on Living Coral Reef) to ensure safety of fish and longevity of the Plexiglas
- Clean and remove building graffiti
- Polish all brass/stainless handrails, doors and trim surfaces with approved polish
- Empty exterior ash urns from all buildings where present; replace sand as needed
- For Restrooms and Locker Rooms, additionally,
    - Restock all soap, toilet paper and paper towel supplies

    - Clean toilets including exterior surfaces
    - Clean all mirrors
    - Clean and refill dispensers
    - Clean sinks, faucets, chrome fittings, and toilets
    - Empty Sanitary Napkin containers and replace Liners as needed.
    - Spot wash walls and dispensers
    - Spray odor control
    - Sweep, wet mop and sanitize floors
    - Ensure air fresheners are available in <u>all</u> restroom stalls
- For Restrooms and Locker Rooms in Urho Saari Swim Stadium (The Plunge), the Joslyn Center, and the Clubhouse, additionally,
    - Mop locker room floors
    - Restock all soap, toilet paper and paper towel supplies
- For all public restrooms in Recreation Park, Campus El Segundo, Hilltop Park, and Acacia Park, additionally,
    - Ensure that all the restrooms are completely cleaned as described above
    - Restock all soap, toilet paper and paper towel supplies
- For Lunch Rooms, additionally,
    - Clean all tables and chairs and counter tops
    - Clean appliances – stovetops, refrigerators, coffee machine and microwaves
- For City Manager/City Council Kitchen
    - Clean appliances including stovetops, refrigerators, coffee machines, microwave oven, and toaster oven
    - Wash and put away dishes
    - Clean kitchen counter
    - Mop and sanitize floor
- For City Manager's Office and waiting area
    - For City Manager's office, clean, wipe off, dust the City Manager's desk, bookcase, conference table, window sill, computer, printer, TV, coat rack, chairs
    - For City Manager' office, clean floor mat
    - For City Manager/City Council waiting area, clean, wipe off, dust waiting area tables and chairs daily
    - Vacuum daily
- For elevators, additionally,
    - Turn OFF Elevator
    - Wet mop and sanitize floor
    - Clean elevator walls and control panel
    - Wipe down doors inside and out.
    - Sweep and vacuum door tracks on both levels.
    - For Library elevator, clean interior and exterior brass doors, panels, and call buttons.
    - For City Hall elevator, clean interior and exterior stainless steel doors, panels, and call buttons.

    - For Joslyn Center elevator, clean interior and exterior painted doors, wood panels and call buttons.
    - Turn ON Elevator
- Secure facility upon completion of work\

Weekly service includes but is not limited to:

- Clean the inside of microwave ovens
- Clean and disinfect tables in employee lounge areas
- Clean windows/glass in conference rooms
- Dust all telephone receivers and office furniture window sills, low ledges, baseboards, blinds, picture frames, moldings and counters office equipment and furniture
- Empty coffee filters / coffee grounds from coffee machines and dispose of them in a trash receptacle
- Wash and rinse any coffee pots
- Thoroughly clean the entire restroom or restrooms in each facility; sanitize the floor and tile area on the walls; remove any hard watermarks and soap scale from faucets
- Systematically clean and dust all library bookshelves on a continuous, rotational basis

General Monthly Service includes but is not limited to:

All Monthly work shall be done during the week that includes the 1st business day of the month and shall be ready for inspection on the Monday of the following week.

- Perform complete "high" dusting – includes pictures, frames, sills, door jambs, ceiling vents and grilles, fixtures and diffusing lenses, spotlights, baseboards, shades, drapes, blinds and any area not included in daily cleaning
- Dust/wax City Manager's wrap-around desk/file cabinets, book shelves, coat rack, and conference table
- Vacuum upholstered furniture – vacuum under cushions
- Clean soil spots from chairs
- Clean and high-speed buff all tile floors, hallways and restroom floor tiles
- Carpet cleaning as needed or requested
- Pressure wash front entrance, stairs, sidewalk, entryways, and north restroom ramp of the Library
- Spot clean carpeted areas of the Library as requested
- Sanitize and scrub tile on the pool deck at Urho Saari Swim Stadium

Quarterly Service includes but is not limited to:

All quarterly work shall be done during the first two weeks of the quarter (in the months of January, April, July and October) and shall be ready for inspection the third week.

- Dust/wax each desk top

- Dust/wax tops of all filing cabinets
- Wipe down/disinfect chairs in lobby areas
- Clean all trash containers with detergent
- Wipe/clean/remove any visible dust from heating/air conditioning vents
- Strip and wax (three coats) all tile/linoleum surfaces
- Machine scrub tile floors in restrooms, showers and locker rooms; sanitize all floor and wall surfaces
- At Library, clean interior windows

Bi-Annual Service (January and June)

- Steam clean or shampoo all carpeted library areas using approved cleaning methods and equipment
- At Library, clean all exterior library windows
- Shampoo the Joslyn Center, Teen Center, Clubhouse and Checkout carpets using approved cleaning methods and equipment
- Wax and polish floors in the following Recreation Park areas
    - Teen Center
    - Joslyn Center
    - Clubhouse
    - Checkout

Annual Service (June)

- Strip and wax floors
- Steam clean or shampoo all carpeted areas using industry approved cleaning methods and equipment
- Clean all windows in building
- Remove all cobwebs from corners, ceilings and window frames

EXHIBIT B

MAINTENANCE, REPAIR, AND SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
SAMPLE CUSTODIAL FIRM

THIS MAINTENANCE, REPAIR, and SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of MAY, 2020, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("CITY") and SAMPLE CUSTODIAL FIRM, a sole proprietor ("CONTRACTOR").

The Parties agree as follows:

1. **CONSIDERATION**.

   A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, "Exhibit A", attached;

   B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services an amount not to exceed a total of $XXX plus year-over-year increase in the Consumer Price Index, all Urban cCnsumers (CPI-U) for the Los Angeles-Long Beach-Anaheim areas, or 3%, whichever is less for the services provided in the attached Exhibit "A", which is incorporated by reference.

2. **TERM**. The term of this Agreement will be from August 1, 2020, to July 31, 2023 with two one-year optional renewal terms. The Agreement may be renewed upon mutual, written consent of the parties.

3. **SCOPE OF SERVICES**.

   A. CONTRACTOR will perform services listed in the attached Exhibit A.

   B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

SAMPLE

4. **FAMILIARITY WITH WORK**.

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

5. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability with Endorsements:	$2,000,000
Business automobile liability:	$1,000,000
Workers compensation with Waiver of Subrogation:	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will

SAMPLE

not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

6. **TIME FOR PERFORMANCE**. CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 5 of this Agreement; and

B. CITY gives CONTRACTOR a written Notice to Proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such services are at CONTRACTOR's own risk.

7. **TERMINATION**.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

SAMPLE

D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

8. **INDEMNIFICATION.**

A. **CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

9. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

10. **NOTICES.**

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: Ken Berkman
City of El Segundo
350 Main Street
El Segundo, CA 90245
(310) 524-2356
kberkman@elsegundo.org

SAMPLE

To CONTRACTOR:

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. **TAXPAYER IDENTIFICATION NUMBER**. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

12. **WAIVER**. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

13. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

14. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

15. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

16. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

17. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

18. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the El Segundo City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

SAMPLE

19. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

20. **EFFECT OF CONFLICT**. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

22. **FORCE MAJEURE**. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

23. **ENTIRE AGREEMENT.** This Agreement and its attachment(s) constitute the sole agreement between CONTRACTOR and CITY with regard to Plumbing Maintenance, Repair, and On-call Services. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

[SIGNATURES FOLLOW ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO
a general law city.

_____
Scott Mitnick,
City Manager

SAMPLE CUSTODIAL FIRM

_____
Name:
Title:

ATTEST:

_____
Tracy Weaver,
City Clerk

Taxpayer ID No.

Business License No.

State License No.

APPROVED AS TO FORM:

_____
Mark D. Hensley,
City Attorney

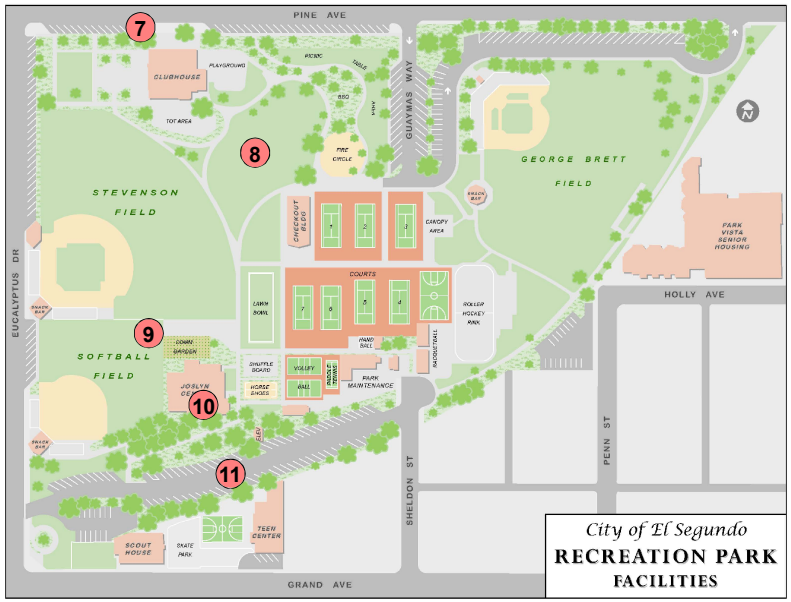
Insurance Reviewed By: _____

SAMPLE

EXHIBIT C

CITY OF EL SEGUNDO FACILTIES

No.	Facility
1	Lifegaurd Station
2	Urho Saari Swim Station
3	El Segundo City Library
4	City Hall
5	Police Station
6	Fire Department Station1
7	Gordon Clubhouse
8	Checkout Building (401 Sheldon)
9	Joslyn Center
10	Josyln Elevator
11	Teen Center
12	Water Yard
13	Hilltop Park Pool
14	Camp Eucalyptus (641 California)
15	Maintenance Yard
16	Campus El Segundo
17	Wiseburn Aquatic Facility



City of El Segundo
RECREATION PARK
FACILITIES

EXHIBIT D

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND LEGAL RAMIFICATIONS
CUSTODIAL SERVICES
PROJECT NO.: 20-01

Company Name: _____

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract within the last five (5) years?

Yes ☐ No ☐

If yes, explain the circumstances: (attach additional pages if needed)

_____

_____

_____

_____

_____

_____

2. Please disclose all legal matters within the last five (5) years: (attach additional pages if needed)

_____

_____

_____

_____

_____

_____

☐ We have no legal matters to disclose.

_____
Proposer's Signature

_____
Name (Please Print)

EXHIBIT E

CITY OF EL SEGUNDO PROPOSAL SHEET
CUSTODIAL SERVICES

#	Location	No. of Staff Per Day Dedicated to this Location	Weekly Rate ($)	Monthly Rate ($)	Annual Rate ($)
1	Lifeguard Station: **7 days weekly for 4 months**. May 23 to Sept 30				
2	Urho Saari Swim Stadium, **6 days weekly**				
3	El Segundo City Library, **6 days weekly**				
4	City Hall, 5 **days weekly**				
5	Police Dept., **5 days weekly**				
6	Fire Station 1, **5 days weekly**				
7	Gordon Clubhouse, **6 days weekly**				
8	Checkout Building, **7 days weekly**				
9	Joslyn Center, **7 days weekly**				
7,8,9	Rec Park Restrooms, **7 days weekly**				
10	Joslyn Elevator, **7 days weekly**				
11	Teen Center, **6 days weekly, Monday through Saturday**				
12	Water Division Yard **3 days weekly**				
13	Hilltop Park Pool, **7 days weekly**				
14 15	Camp Eucalyptus, **3 days weekly** City Maintenance Yard **3 days weekly**				
16	Campus El Segundo, **7 days weekly**				
17	Wiseburn Aquatic Facility **7 days weekly**				
	BASE BID ANNUAL TOTAL				

In order to fully evaluate service levels for each location against pricing quoted above, please provide in writing staffing levels for each site and cumulative hours per day that you pLan to dedicate to the services needed at each location.

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

_____

Company Name and Telephone Number

_____

Printed name of Authorized Agent

_____ _____

Signature of Authorized Agent Date