



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 adherence 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%. The agreement between the City and the selected contractor will allow minimum wage increase adjustment if the increase exceeds the CPI adjustment.

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 be 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)